

**COOPERATIVE AGREEMENT PROVIDING FOR CROSS-DEPUTIZATION  
OF LAW ENFORCEMENT OFFICERS OF THE ASSINIBOINE AND SIOUX  
TRIBES OF THE FORT PECK RESERVATION, THE CITY OF WOLF POINT,  
THE CITY OF POPLAR, THE MONTANA HIGHWAY PATROL,  
AND ROOSEVELT COUNTY**

**Recitals**

This Agreement is made by and between the Assiniboine and Sioux Tribes of the Fort Peck Reservation (the Tribes), the City of Wolf Point (Wolf Point), the City of Poplar (Poplar), Roosevelt County (the County), and the State of Montana, Department of Justice, Highway Patrol, and the Secretary of the Interior of the United States.

Whereas, the Montana Department of Justice, Highway Patrol, the cities of Poplar and Wolf Point, and Roosevelt County are authorized by the State-Tribal Cooperative Agreements Act, Mont. Code Ann. §§ 18-11-101 to -112, to enter into cooperative agreements with tribal governments to perform any service authorized by law, including cooperative law enforcement agreements, and

Whereas, the Tribes are authorized by article VII, section 1 of the Constitution and the Bylaws of the Assiniboine and Sioux Tribes of the Fort Peck Reservation to negotiate agreements with state and local governments on all activities which may affect the Tribes, including cooperative law enforcement agreements, and have by Tribal Resolution Number 501-2000-3 approved this Agreement, and

Whereas, the Indian Law Enforcement Reform Act, 25 U.S.C., §§ 2801 to -2804, provides the Secretary of the Interior with authority to enter into and approve such cooperative law enforcement agreements, and

Whereas, the parties to this Agreement desire to provide the most efficient law enforcement and police protection to the residents of Montana and of the Fort Peck Reservation, and

Whereas, the Tribes have contracted with the United States to provide law enforcement services on the reservation pursuant to 25 U.S.C. § 450-450n, and

Whereas, the parties wish to establish a mechanism whereby citation and arrest authority of the Tribes over Indians on the reservation is extended to commissioned law enforcement officials of the State of Montana, Roosevelt County, Poplar and Wolf Point, and citation and arrest authority of the State of Montana Highway Patrol, Roosevelt County, Poplar, and Wolf Point over non-Indians on the Reservation is extended to commissioned officers of the Tribes,

Now, therefore, the parties agree to enter into this Agreement for the purposes of enhancing law enforcement services to all residents of the Reservation, cities and counties involved and of making the best use of scarce rural law enforcement services for the benefit of all Reservation residents.

## **I. Definitions**

1. "Applicant Agency" means the agency requesting a commission for one of its officers as a commissioned law enforcement officer.
2. "BIA" means the United States Department of the Interior, Bureau of Indian Affairs.
3. "Commissioned Law Enforcement Officer" means any officer of an applicant agency who has been commissioned to enforce the laws of the commissioning agency as specified herein or in the officer's commission.

4. "Commissioning Agency" means the agency conferring a commission upon a law enforcement officer of an applicant agency.
5. "Indian" means any person who would be deemed an Indian as the term is used in 18 U.S.C. § 1153.
6. "Local jurisdictions" means the local political subdivisions of the State of Montana who are parties hereto, i.e., the cities of Poplar and Wolf Point, and Roosevelt County.
7. "MBCC" means the Montana Board of Crime Control. See Mont. Code Ann. § 44-4-301 (1999).
8. "MLEA" means the Montana Law Enforcement Academy.
9. "Montana Highway Patrol," "MHP" or "State" means the Highway Patrol Division of the Montana Department of Justice, State of Montana.
10. "POST" means Peace Officers Standards and Training.
11. "Reservation" means the Fort Peck Indian Reservation as established in the Agreement of December 28 and December 31, 1886, and confirmed by the Act of May 1, 1888, 25 Stat. 113.
12. "The Tribes" means the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation.
13. "Tribal Code" means the Comprehensive Code of Justice of the Assiniboine and Sioux Tribes of the Fort Peck Reservation.

## **II. Purpose**

1. The parties, having conferred together on a government-to-government basis, agree that pursuant to the terms of this Agreement, certain officers of the local jurisdictions and MHP will be appointed as commissioned law enforcement officers of the Tribes and that certain officers of the Tribes will be appointed as commissioned law enforcement officers of the local jurisdictions and MHP, and, further, that they will establish herein a procedure for continued recurrent commissioning of new officers.
2. It is the parties' intent that this Agreement serve over a long term to establish a good working relationship among all the parties to encourage and promote cooperative law enforcement among all the jurisdictions and enhance the delivery of effective law enforcement services to the residents of the Fort Peck Reservation. This Agreement is entered into in furtherance of the purposes of the Montana State Tribal Cooperative Agreements Act, the Indian Law Enforcement Reform Act, and the Indian Self Determination and Education Assistance Act. Nothing herein alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrest or search and seizure, or to issue service of process.

## **III. Negative Declaration**

1. This Agreement does not reflect, in this or any context, any party's position with respect to the jurisdictional authority of another. Nothing in this Agreement, or in any conduct undertaken pursuant to this Agreement, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and

effectuate the terms of this Agreement. Nothing herein affects any extant statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this Agreement nor the activities of the parties pursuant to this Agreement shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Agreement shall be construed to impact or impair the extradition authority and processes of the parties.

2. Nothing in this Agreement shall be construed as waiving the sovereign immunity of the local jurisdictions and MHP or their employees from suit in Tribal or federal court. Their liability for suit in state court is determined by existing state law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the Tribes or Tribal employees in state, federal or tribal court.

#### **IV. Commissions**

##### **1. Qualifications for Commissions**

- A. Any officer of the Tribes who is commissioned as a law enforcement officer of any of the Local jurisdictions and MHP must satisfy the qualifications for peace officers set forth in Mont. Code Ann. § 7-32-303, within one year of the date of commissioning. These qualifications are described in Attachment A, hereto. Successful completion of a federal law enforcement academy course is deemed equivalent to the Montana Law Enforcement Basic Course. Within one year of being commissioned hereunder, all officers must take and pass the Montana equivalency test.

- B. Any officer of any of the Local jurisdictions and MHP who is commissioned as a law enforcement officer of the Tribes must meet the qualifications for Reservation police set forth in Title XII, Section 205 of the Tribal Code and in the Law Enforcement Handbook, United States Department of the Interior, Bureau of Indian Affairs, Vol. 1, Sect. 4 (June 1, 1997), Attachment B, hereto. All officers of the State commissioned as law enforcement officers of the Tribes must also complete a “Criminal Jurisdiction in Indian Country” training course within one year of commissioning.
- C. In recognition of the rich and distinct cultural backgrounds of the Indian members of the community and the law enforcement profession, all commissioned law enforcement officers must also complete, in addition to any cultural sensitivity training included in MLEA or BIA courses, one day of cultural diversity training.
- D. All parties agree to notify each other of local in-service training courses to be offered to their officers and to offer such training to the officers of any other party.

2. **Commissioning Procedures**

- A. The Local jurisdictions and MHP may nominate qualified officers to be considered by the Tribes’ commissioning agency for appointment as commissioned law enforcement officers of the Tribes. The Tribes may nominate qualified officers to be considered by the appropriate Local jurisdictions and MHP commissioning agencies for appointment as commissioned law enforcement officers of the Local jurisdictions and MHP. Unless specifically limited by its own terms, each

commission shall confer the same law enforcement authority on the commissioned officer as that of the officers of the commissioning agency. It is the intent of the parties to this Agreement that all such commissioned law enforcement officers shall be treated as federal employees in accordance with the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, and with the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680, when performing duties under their commissions.

- B. Commission applications should be sent to the appropriate law enforcement agencies and records of all commissions and decommissions must be also sent to the MBCC, BIA, and to the Tribes' Department of Law and Justice for record maintenance. When seeking a commission from a state party, the Tribes must send the written application for commission and the required accompanying documentation to: Roosevelt County Sheriff's Office, 400 Second Avenue South, Wolf Point, MT. 59201-1600, which shall forward the application and materials to the appropriate state party, and who must send a copy to the Billings BIA District Five Commander. The local jurisdictions and MHP, when applying for a commission from the Tribes, must send the written application for commission and the required accompanying documentation to: Department of Law and Justice, P.O. Box 1027, Poplar, Montana 59255, and must send a copy to the Billings BIA District Five Commander. Each party, upon issuing a commission for one of its officers and/or upon receiving a commission for one of its officers, must notify Mr. Jim Oberhofer, Post council, MBCC, or his successor, Mr. Calvin Red Thunder,

Public Safety Director, or his successor, and the Billings BIA District Five Commander, Ed Naranjo, or his successor.

- C. Upon receiving nominations, the commissioning agency may conduct interviews and review the nominees' training qualifications. The commissioning agency may thereafter appoint such commissioned law enforcement officers as it deems proper. The parties agree that the standards contained in Mont. Code Ann. § 7-32-303 and in the Law Enforcement Handbook, United States Department of the Interior, Bureau of Indian Affairs, Vol. 1, Chapter 2, Sect. 4, provide the appropriate minimum standards for the issuance of commissions. Each commissioning agency must provide to the commissioned law enforcement officers identification cards containing the information indicated in section VI, paragraph 1 of this Agreement.

3. **Arrest and Investigative Authority**

- A. Commissioned law enforcement officers commissioned by the Tribes, when acting within the Reservation, shall have the same authority to arrest Indians for violations of Titles III and IX of the Tribal code and shall have the same authority to issue citations and/or summonses and to accept bond as officers of the Tribes. Upon arresting any Indian as authorized by this Agreement, such law enforcement officers must promptly deliver the individual to the Tribal detention facility for further processing pursuant to Tribal laws. Each officer making such an arrest must inform the arrestee of his or her commission from the Tribes for the purpose of enforcing Tribal law.



B. Commissioned law enforcement officers commissioned by Roosevelt County, when acting within the Reservation and within the County, shall have the same authority to arrest or cite non-Indians for violations of state and county laws as officers of the Roosevelt County Sheriff Department. When acting under the commission of the Montana State Highway Patrol, commissioned law enforcement officers shall have the same authority as officers of the Highway Patrol to arrest and cite non-Indians for traffic offenses and other violations of law occurring on the public roadways of the State in the areas of the Reservation. When acting under commission of either of the city parties within the boundaries of the commissioning cities, commissioned law enforcement officers shall have the same authority as the city law enforcement officers to arrest and cite non-Indians for violations of state, county, municipal laws and ordinances. Commissioned law enforcement officers shall have the same authority to issue citations and/or summonses and to accept bond as officers of the commissioning agency.

C. Upon arresting any non-Indian as authorized herein, commissioned law enforcement officers commissioned by the local jurisdictions and MHP must promptly deliver the individual to the appropriate state or municipal detention facility, appropriate state or municipal law enforcement officer, or to the appropriate state or municipal court for further processing under state or municipal law. Each commissioned law enforcement officer making such an arrest must

inform the arrestee of his or her commission for the purpose of enforcing state or municipal law.

- D. The parties to this Agreement recognize that the applicability of federal and tribal criminal laws in Indian country may depend on whether either the suspect or the victim is Indian. The parties further recognize that state criminal laws do not apply to Indians in Indian Country. The parties further recognize that tribal criminal laws do not apply to non-Indians. The parties agree that nothing in this Agreement makes any law applicable to persons or conduct where it would not otherwise be applicable under tribal, federal, state or municipal law. Nothing herein affects state, federal, or tribal codes or statutes.
- E. Any party hereto may request investigative assistance from an officer commissioned by that party. Such assistance shall be rendered to the extent possible so long as it does not interfere with the commissioned officer's normal workload, is in response to a specific request by an officer of the commissioning agency, or is related to an arrest carried out by the commissioned officer.

**4. Forms**

When acting under the authority of a commissioning agency, commissioned law enforcement officers shall issue citations or other legal process on their own forms, which shall clearly be marked as those of the agency for whom the commissioned officer is an employee. Thus, a state party's officer acting under commission from the Tribes, shall issue citations (notices to appear and complaint) on forms provided by the appropriate

state party. When a Tribal officer acting as a commissioned law enforcement officer of the local jurisdictions and/or MHP issues a citation to a non-Indian, that citation shall be issued on a Tribal form. All other legal forms or other legal process tools necessary for the commissioned law enforcement officers to carry out their duties shall be provided by the commissioning agencies. That is, for example, a Tribal officer acting under a commission from Roosevelt County in arresting a non-Indian for driving while impaired, shall issue the initial citation/summons on a Tribal form. All subsequent paperwork processing that arrest shall be from Roosevelt County.

#### **V. Territorial Limitation**

The authority conferred by this Agreement and the processes outlined herein shall be exercised only within the exterior boundaries of the Fort Peck Indian Reservation. A commissioned law enforcement officer may proceed in hot pursuit of an alleged offender across the exterior boundaries of the Reservation and has such authority to arrest and hold in custody an alleged offender as the officer would have had if the alleged offender had been apprehended at the location where the alleged offense was committed. Further, this Agreement is not intended to impair or restrict the ability of any commissioned law enforcement officer to respond to mutual aid requests from other jurisdictions in accordance with Montana law.

## VI. Status of Commissioned Law Enforcement Officers

### 1. Identification

All commissioning agencies shall issue identification cards, and may issue insignia to officers commissioned pursuant to this Agreement. All commissioned law enforcement officers must wear their insignia, if issued, and carry the identification cards with them at all times while acting under the authority of the commissioning agency. The identification cards must bear signatures or other insignia to identify each of the commissioning agencies for which the commissioned law enforcement officer is authorized to act. Commissioned law enforcement officers must immediately display these identification cards to individuals upon request. The identification cards must include the following identification data: name and recent photograph of the holder of the commission; the date of birth; height; weight; eye and hair color; and social security number. All identification cards must be signed by the holder of the commission and the authorized representative(s) of the commissioning agency(ies).

### 2. Compensation, Expenses and Employment Relationship

Each applicant agency shall remain solely responsible for the ordinary and extraordinary expenses of its officers while the officers are performing functions as commissioned law enforcement officers on behalf of commissioning agencies. Commissioned law enforcement officers remain employees of their applicant agencies and are subject to all rights, responsibilities, and standard chain of command as employees of their applicant agencies. This agreement does not affect the internal chains of command of the parties.

No independent contractor relationship or employment relationship is formed as a result of this Agreement between commissioned law enforcement officers and commissioning agencies. However, all such commissioned law enforcement officers shall be treated as federal employees, in accordance with the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680, and to the extent applicable, the Indian Self Determination and Education Assistance Act, 25 U.S. C. § § 450-450n, when performing duties under their commissions.

**3. Liability and Insurance**

A. The BIA agrees that all commissioned law enforcement officers shall be treated as federal employees, in accordance with the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680, and other applicable federal laws, when performing duties under their commissions. The Tribes assume no liability and will not defend or indemnify for claims arising from the actions of any of the local jurisdictions or their officers, or MHP or its officers commissioned by them pursuant to this Agreement. The local jurisdictions and/or MHP assume no liability and will not defend or indemnify for claims arising from the actions of the Tribes or any Tribal officers commissioned by them pursuant to this Agreement. Each party shall remain solely responsible for the ordinary expenses of its employees and its property, including insurance, throughout the term of this Agreement.

- B. Except as provided by the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680, and to the extent applicable, the Indian Self Determination and Education Assistance Act, 25 U.S. C. § § 450-450n, nothing in this Agreement is intended to alter the parties' insurance obligations toward their employees or others.
- C. To the extent this Agreement does not apply, that is for mutual aid requests among the local jurisdictions and MHP, requests for mutual aid shall be governed by Mont. Code Ann., title 44, chapter 11, parts 1 to 3.

## **VII. Suspension and Termination of Commission**

### **1. Automatic Suspension or Termination of Commission**

- A. Each party to this Agreement shall promptly notify the appropriate commissioning agency(ies), MBCC, and the BIA District Five Commander in the event that any of its officers serving as a commissioned law enforcement officer is suspended, terminated, or resigns from official duties.
- B. All such suspended, terminated or resigned officers shall automatically and immediately be relieved, without further action, of their official capacity to exercise commissioned law enforcement authority under this Agreement.
- C. Should any person be subsequently reinstated to the official duties in the jurisdiction from which the person was suspended, terminated, or had resigned, such person shall not be automatically reinstated as a commissioned law enforcement officer under this Agreement. Instead, such person must seek a new

commission under the procedures and standards set forth in Section IV of this Agreement.

2. **Conditions, Suspensions and Terminations**

- A. All commissioning agencies have the authority with good cause to revoke, suspend or place conditions on any commission issued under this Agreement. Any commissioning agency may temporarily suspend or place conditions on the commission of any officer, provided, however, that 30 days prior to any final revocation of a commission, the commissioning agency shall provide written notice of the revocation, and the specific reasons therefor, to the commissioned law enforcement officer and to his or her applicant agency. The commissioned law enforcement officer and/or his or her applicant agency shall have a reasonable opportunity to respond to the notice of revocation or condition. However, the decision of the commissioning agency shall be final. A commissioned law enforcement officer whose commission is revoked or suspended must immediately return his or her identification card to the commissioning agency.
- B. All commissioned law enforcement officers must fully comply with the enforcement policies and regulations of the commissioning agency when exercising authority under their commissions. Failure to comply with this requirement shall be grounds for suspension or revocation of the officer's commission.

- C. All suspensions, terminations or special conditions placed on commissions shall be filed with the MBCC and the Tribes' Department of Law and Justice for record keeping purposes.

### **VIII. Amendment**

This Agreement may not be altered, changed, or amended, except by written instrument executed by all parties and attached hereto.

### **IX. Effective Date and Term**

- A. This Agreement shall become effective upon execution by the parties, however, each officer must be commissioned by compliance with Article VI and issuance of the identification card or other insignia by the commissioning agency. Unless otherwise provided, the term of each commission shall continue from year to year.
- B. Unless terminated as provided herein, this Agreement shall continue from year to year. Any party shall have the right, however, to terminate this Agreement and all commissions issued hereunder, with or without cause, upon written 30 days' notice to the other parties.
- C. Upon execution by all parties, the State shall file this Agreement with the appropriate officials in accordance with the Montana State/Tribal Cooperative Agreements Act.

### **X. Liaisons**

All parties agree timely to notify the others of the successors to the individuals listed as liaisons herein, and to replace the following names in accordance with such notification:



1. Notices sent to the State shall be sent to:

Joseph P. Mazurek,  
Attorney General  
P.O. Box 201401  
Helena, MT 59620-1401

Col. Bert Obert,  
Chief, Montana Highway Patrol  
P.O. Box 201419  
Helena, MT 59620-1419

Jim Oberhofer, Post Council  
Crime Control Division,  
P.O. Box 201408  
Helena, MT 59620-1408

2. Communications to the Tribes shall be sent to:

Arlyn Headdress, Chairman  
Assiniboine and Sioux Tribes of the Fort Peck Reservation  
P.O. Box 1027  
Poplar, MT 59255

3. Communications to Roosevelt County shall be sent to:

John Grainger, Sheriff  
400 Second Avenue South  
Wolf Point, MT 59201-1600

4. Communications to the city of Poplar shall be sent to:

Dallas O'Connor, Mayor, City of Poplar  
208 Third Avenue West  
Poplar, MT 59255


5. Communications to the city of Wolf Point shall be sent to:

Matthew Golik, Mayor, City of Wolf Point  
201 Fourth Avenue South  
Wolf Point, MT 59201

6. Communications to the BIA shall be sent to:

Ed Naranjo  
District 5 BIA Law Enforcement Commander  
Federal Building  
316 North 26th Street  
Billings, Montana 59101

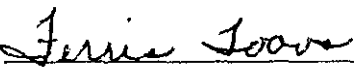
The parties evidence their agreement hereto by affixing their signatures below.

  
ARLYN HEADDRESS, CHAIRMAN  
ASSINIBOINE AND SIOUX TRIBES  
OF THE FORT PECK RESERVATION

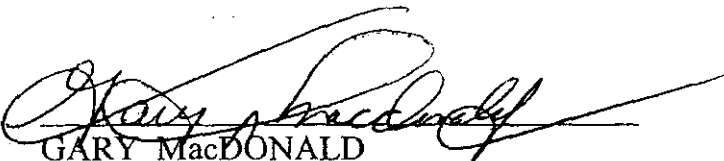
April 26, 2000  
DATE

  
DEAN HARMON  
ROOSEVELT COUNTY COMMISSIONER


April 26, 2000  
DATE

  
FERRIS TOAVS  
ROOSEVELT COUNTY COMMISSIONER

April 26, 2000  
DATE

  
GARY MacDONALD  
ROOSEVELT COUNTY COMMISSIONER

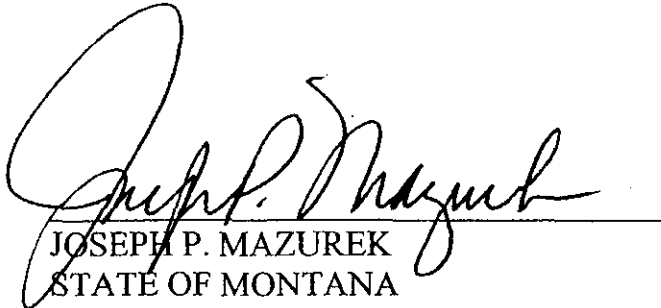
April 26, 2000  
DATE

  
DALLAS O'CONNOR  
MAYOR, CITY OF POPLAR

4-26-2000  
DATE

  
MATTHEW GOLIK  
MAYOR, CITY OF WOLF POINT

4/26/00  
DATE



JOSEPH P. MAZUREK  
STATE OF MONTANA  
ATTORNEY GENERAL  
FOR THE MONTANA HIGHWAY PATROL

April 28, 2000  
DATE



ED NARANJO  
DISTRICT FIVE COMMANDER  
BIA DESIGNEE OF THE U.S. SECRETARY OF  
THE INTERIOR

April 26, 2000  
DATE

TRAINING APPENDICES

## Appendix A

**7-32-303. Peace officer employment, education, and certification standards -- suspension or revocation -- penalty.** (1) For purposes of this section, unless the context clearly indicates otherwise, "peace officer" means a deputy sheriff, undersheriff, police officer, highway patrol officer, fish and game warden, park ranger, campus security officer, or airport police officer.

(2) No sheriff of a county, mayor of a city, board, commission, or other person authorized by law to appoint peace officers in this state shall appoint any person as a peace officer who does not meet the following qualifications plus any additional qualifying standards for employment promulgated by the board of crime control:

- (a) be a citizen of the United States;
- (b) be at least 18 years of age;
- (c) be fingerprinted and a search made of the local, state, and national fingerprint files to disclose any criminal record;
- (d) not have been convicted of a crime for which the person could have been imprisoned in a federal or state penitentiary;
- (e) be of good moral character, as determined by a thorough background investigation;
- (f) be a high school graduate or have passed the general education development test and have been issued an equivalency certificate by the superintendent of public instruction or by an appropriate issuing agency of another state or of the federal government;
- (g) be examined by a licensed physician, who is not the applicant's personal physician, appointed by the employing authority to determine if the applicant is free from any mental or physical condition that might adversely affect performance by the applicant of the duties of a peace officer;
- (h) successfully complete an oral examination conducted by the appointing authority or its designated representative to demonstrate the possession of communication skills, temperament, motivation, and other characteristics necessary to the accomplishment of the duties and functions of a peace officer; and
- (i) possess or be eligible for a valid Montana driver's license.

(3) At the time of appointment a peace officer shall take a formal oath of office.

(4) Within 10 days of the appointment, termination, resignation, or death of any peace officer, written notice thereof must be given to the board of crime control by the employing authority.

(5) (a) Except as provided in subsections (5)(b) and (5)(c), it is the duty of an appointing authority to cause each peace officer appointed under its authority to attend and successfully complete, within 1 year of the initial appointment, an appropriate peace officer basic course certified by the board of crime control. Any peace officer appointed after September 30, 1983, who fails to meet the minimum requirements as set forth in

subsection (2) or who fails to complete the basic course as required by this subsection (a) forfeits the position, authority, and arrest powers accorded a peace officer in this state.

(b) A peace officer who has been issued a basic certificate by the board of crime control and whose last date of employment as a peace officer was less than 36 months prior to the date of the person's present appointment as a peace officer is not required to fulfill the basic educational requirements of subsection (5)(a). If the peace officer's last date of employment as a peace officer was 36 or more but less than 60 months prior to the date of present employment as a peace officer, the peace officer may satisfy the basic educational requirements as set forth in subsection (5)(c).

(c) A peace officer under the provisions of subsection (5)(b) or a peace officer who has completed a basic peace officer's course in another state and whose last date of employment as a peace officer was less than 60 months prior to the date of present appointment as a peace officer may, within 1 year of the peace officer's present employment or initial appointment as a peace officer within this state, satisfy the basic educational requirements by successfully passing a basic equivalency test administered by the Montana law enforcement academy and successfully completing a legal training course conducted by the academy. If the peace officer fails the basic equivalency test, the peace officer shall complete the basic course within 120 days of the date of the test.

(6) The board of crime control may extend the 1-year time requirements of subsections (5)(a) and (5)(c) upon the written application of the peace officer and the appointing authority of the officer. The application must explain the circumstances that make the extension necessary. Factors that the board may consider in granting or denying the extension include but are not limited to illness of the peace officer or a member of the peace officer's immediate family, absence of reasonable access to the basic course or the legal training course, and an unreasonable shortage of personnel within the department. The board may not grant an extension to exceed 180 days.

(7) A peace officer who has successfully met the employment standards and qualifications and the educational requirements of this section and who has completed a 1-year probationary term of employment must, upon application to the board of crime control, be issued a basic certificate by the board, certifying that the peace officer has met all the basic qualifying peace officer standards of this state.

(8) It is unlawful for a person whose certification as a peace officer, detention officer, or detention center administrator has been revoked or suspended by the board of crime control to act as a peace officer, detention officer, or detention center administrator. A person convicted of violating this subsection is guilty of a misdemeanor, punishable by a term of imprisonment not to exceed 6 months in the county jail or by a fine not to exceed \$500, or both.