MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES COAST GUARD AND THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

1. PURPOSE. This Memorandum of Agreement (MOA) represents an agreement entered pursuant to the Indian Law Enforcement Reform Act 25 USC 2804 and will establish guidelines for cooperation between the Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) and the United States Coast Guard (USCG) concerning the enforcement of laws relating to commercial fishing vessel safety (CFVS) on waters within the concurrent jurisdiction (waters ceded by the Treaty of March 28, 1836 (7 Stat 491) of the aforementioned Tribe and the United States.

2. SCOPE. This agreement pertains to the enforcement of federal commercial fishing vessel safety regulations on Tribal commercial fishing vessels on navigable waters with concurrent jurisdiction.

3. AUTHORITY. This Agreement is authorized under the provisions of the Indian Law Enforcement Reform Act 25 USC 2804, 46 USC 4506 and 14 USC 141.

4. BACKGROUND. The LTBB is a member of the Chippewa Ottawa Resource Authority (CORA). The CORA Tribes and the USCG exercise concurrent jurisdiction over those waters that are also subject to the jurisdiction of the United States. Any other Tribe not described in paragraph 1 may avail itself of the benefits and responsibilities of this MOA by enacting commercial fishing safety regulations in conformance with paragraph 5.B.(2) below, and by filing with the USCG its official action authorizing the execution of this MOA.

5. RESPONSIBILITIES:

A. Coast Guard.

(1) The USCG will provide CFVS instructor training to LTBB Conservation Enforcement Officers subject to available funding and, upon completion of training, certify them as Dockside Examiners.

(2) The USCG shall provide compliance decals to LTBB Tribal Conservation Enforcement Officers certified as Dockside Examiners upon receipt of the examination form indicating the successful passing of a Dockside Examination.

(3) The USCG may grant exemptions from the commercial fishing vessel regulations to vessels under LTBB jurisdiction, in accordance with 46 USC 4506, if good cause exists for granting an exemption and the safety of the vessel and those onboard will not be adversely affected. The LTBB will have input on all exemption requests for Tribal vessels. The USCG shall supply the LTBB Conservation Enforcement with copies of any exemption it has granted to LTBB commercial fishing vessel operators.

(4) Violations of Tribal commercial fishing vessel regulations observed by USCG boarding officers will be referred to the LTBB Tribal Court system for processing. In addition, other violations may be referred to Tribal Conservation Enforcement Officers at the discretion of the Sector Commander. Violations not processed by the Tribal Court may be processed by the USCG.

(5) When a complaint is made to the USCG concerning an offense that is a violation of LTBB Tribal commercial fishing regulations, the USCG will refer the complaint to Tribal Conservation Enforcement Officers.

(6) A USCG boarding officer who has observed a violation of Tribal laws or regulations will be made available to testify for the Tribe or the Federal prosecution for the observed offense or to testify in any other proceeding relating to the violation.

(7) Should the USCG board a commercial fishing vessel under Tribal jurisdiction, the USCG will provide a copy of all USCG boarding reports of the commercial fishing vessel to LTBB Tribal Conservation Enforcement Officers for their records and, for vessels in violation, processing through the Tribal Court System.

B. LTBB.

(1) Native American commercial fishing vessels that are operated by LTBB Tribal members in the 1836 Treaty ceded waters of Eastern Lake Superior, Northern Lake Michigan and Northern Lake Huron are subject to CORA Tribal commercial fishing regulations.

(2) The LTBB shall, to the fullest extent practicable, maintain uniform commercial fishing vessel regulations throughout the 1836 Treaty ceded waters. Such regulations must provide for the same level of safety as the regulations issued by the USCG for violations to be referred to Tribal court as provided by this MOA. The USCG and the Tribe shall provide each other with adequate notice of, and an opportunity to comment on, any proposed changes to applicable commercial fishing safety regulations.

(3) The LTBB has concurrent law enforcement responsibility concerning Tribally licensed commercial fishing vessels where related Tribal Codes are applicable on waters that are subject to the jurisdiction of the United States and also the jurisdiction of the Tribe.

(4) When a complaint is made to Tribal Conservation Enforcement Officers concerning an offense that is a violation of laws or regulations that are within the exclusive jurisdiction of the United States, the Tribe will refer the complaint to the Coast Guard.

(5) A Tribal Conservation Enforcement Officer who has observed a violation of vessel inspection laws or other regulations of the United States will generally be made available to testify for the Tribe or the Federal prosecution for the observed offense or to testify in any other proceeding relating to the violation.

(6) The Tribe will supply the USCG with a copy of all commercial fishing vessel dockside exams and boarding reports and all reports and disposition records, including penalty assessments, concerning those violation cases processed through the LTBB Tribal Court System.

C. Coast Guard and LTBB.

(1) The USCG and the LTBB will share administrative resources (e.g., information exchange) as necessary to support the terms of this MOA. Statistics related to the boarding, inspection, education, violations and casualties of commercial fishing vessels will be shared by the parties upon request.

(2) In order to provide the most effective law enforcement possible with available resources and to avoid the duplication of efforts in a given area at a given time, LTBB Tribal Conservation Enforcement Officers and the Sector Commander of the cognizant Sector will coordinate or arrange for the coordination of law enforcement patrols on waters of concurrent jurisdiction.

(3) The parties will cooperate in tribal commercial fishing vessel safety training and information programs. Tribal Conservation Enforcement Officers will distribute commercial fishing vessel safety publications as agreed upon. The USCG will furnish the Tribe with information concerning the time and place of commercial fishing vessel dockside examinations and any other related education courses that may be sponsored by the USCG.

6. LIAISON. Points of contact for all parties are attached to this agreement as Appendix A. The parties shall endeavor to keep Appendix A up to date and will provide written notice of any changes as soon as practicable. Changes or modifications to Appendix A shall not require a written agreement executed by the parties.

7. OTHER PROVISIONS. This MOA does not abrogate or in any way change the jurisdiction of the LTBB or the United States. Nothing in it is intended to conflict with current law or regulation or the directives of the USCG. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force.

8. EFFECTIVE DATE. The terms of this agreement will become effective on the date the last party signs the agreement.

9. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.

10. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect until cancelled by either party. The cancelling party will provide the other party with at least thirty days written notice to the designated liaison. A representative of each party will review the MOA biennially to ascertain whether any revisions are necessary. A copy of the review will be appended to each party's copy of the MOA, and a copy will be filed with the Commander, Ninth Coast Guard District Prevention Division.

APPROVED BY:

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

FRANK ETTAWAGESHIK

TITLE: Tribal Chairman,
Little Traverse Bay Bands of Odawa Indians

Date: 4-10-2008

UNITED STATES OF AMERICA
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

JOHN E. CROWLEY JR.

TITLE: Rear Admiral, U. S. Coast Guard
Commander, Ninth Coast Guard District

Date: _____

Appendix A
To the Memorandum of Agreement Between
United States Coast Guard, the Little Traverse Bay Bands of Odawa Indians

The following are points of contact (POC) for the subject Memorandum of Agreement (MOA).

For the Little Traverse Bay Bands of Odawa Indians
Douglas W. Craven, Natural Resource Director
7500 Odawa Circle
Harbor Springs, MI 49740
Telephone: (231) 242-1670

For the United States
Captain L. W. Thomas
USCG D9 (dp)
1240 East Ninth Street
Cleveland, Ohio 44199-2060
Telephone: (216) 902-6045