

INTERLOCAL AGREEMENT FOR
MUTUAL LAW ENFORCEMENT ASSISTANCE
BETWEEN
THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
AND
THE VILLAGE OF MACKINAW CITY

PREAMBLE

1. This Agreement is entered into by the Village of Mackinaw City (Village) and the Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) pursuant to the Urban Cooperation Act, MCL 124.501 *et seq.*
2. LTBB is a federally recognized Indian Tribe pursuant to the terms of Public Law 103-324, 25 USC § 1300k, and is authorized to enter into agreements with federal, state and local governments under Article VII(D)(23) of the Tribal Constitution.
3. The Village is a general law village and therefore a “local government” authorized to enter this Contract under the Municipal Partnership Act, 2011 PA 258, as amended, MCL 124.111 *et seq.*
4. The additional signatories (the Village Police Chief, Emmet County Prosecutor, LTBB Police Chief and LTBB Prosecuting Attorney) are in agreement with the provisions of this Interlocal Agreement as it effects their respective powers and duties.
5. The Village is authorized under MCLA 28.609 to appoint tribal law enforcement officers to enforce state law.

PURPOSE

6. LTBB and Village desire to maximize effective law enforcement for all those present in Village by providing for the appointment of LTBB Tribal Police officers to act as Village police officers on LTBB's Trust lands, or as requested by the Village Police Chief to provide assistance off of Trust lands.
7. The parties do not intend by this Agreement to establish a separate legal or administrative entity under Section 7(1) of the Urban Cooperation Act (MCL 124.507(1) and have not therefore provided for or otherwise established such an entity by the terms of this Agreement.

DEFINITIONS

- 8.** As used in this Agreement:
- A.** “Village” or “Village” means the Village of Mackinaw City.
 - B.** “LTBB” or “Tribe” means the Little Traverse Bay Bands of Odawa Indians.
 - C.** “Trust lands” means lands held by the United States in trust for the Little Traverse Bay Bands of Odawa Indians that are located within Village boundaries. The list of properties that currently fall under this definition is attached as Exhibit A. Any future additional Trust lands shall be identified in addenda to this Agreement.

AGREEMENT

- 9.** Trust land access by non-Tribal law enforcement officers and mutual assistance:
- A.** Non-Emergency Situations: In the investigation of a criminal offense, a Village law enforcement officer may only enter onto LTBB's Trust land after first contacting and receiving permission from LTBB's Police Department to do so. LTBB's Police Department may condition approval of such request on an LTBB officer accompanying the non-Tribal officer onto the Trust land.
 - B.** Life Threatening Emergencies: In life threatening emergency situations on LTBB's Trust land, the nearest law enforcement car of any governmental unit may respond, and the LTBB Police Department shall be notified as soon as possible.
 - C.** Hot pursuit is allowed in accordance with paragraphs 11-13 below.
 - D.** In the event that a situation is in progress on Trust lands that requires immediate law enforcement presence to hold down the peace, and an LTBB officer is not readily available, the LTBB Police Department may request response by a Village officer to hold down the peace until an LTBB law enforcement officer arrives.
- 10.** Village law enforcement activity by Tribal law enforcement officers and mutual assistance:
- A.** Non-Emergency Situations: In the investigation of a criminal offense, a Tribal law enforcement officer may only carry out law enforcement activity on land under the Village’s jurisdiction after first contacting and receiving permission from the Village’s Police Department to do so. The Village’s Police

Department may condition approval of such request on a Village officer accompanying the Tribal officer onto the Village land.

B. Life Threatening Emergencies: In life threatening emergency situations on land under the Village's jurisdiction, the nearest law enforcement car of any governmental unit may respond, and the Village's Police Department shall be notified as soon as possible.

C. Hot pursuit is allowed in accordance with paragraphs 13-15 below.

D. In the event that a situation is in progress off Trust lands that requires immediate law enforcement presence to hold down the peace, and a Village officer is not readily available, the Village Police Department may request response by the LTBB Police Department to hold down the peace until a Village law enforcement officer arrives.

E. On any lands where jurisdiction may overlap with the Michigan State Police or a county sheriff, nothing in this Agreement is intended to limit the provisions of any mutual aid/deputization agreement in place now or in the future between LTBB and such entity.

11. Deputization of Village Officers

A. LTBB may deputize any or all of the officers of the Village Police Department, consistent with tribal law and the provisions in this Interlocal Agreement. Except as otherwise provided herein, each such deputized officer of the Village Police Department shall only be deputized while working within the boundaries of Trust land.

B. Officers of the Village Police Department shall not be authorized to engage in primary tribal law enforcement activities pursuant to such deputization unless requested to engage in such activities by the LTBB Police Department. Deputized officers of the Village Police Department shall, pursuant to and within the scope of such deputization, be authorized to effectuate the arrest of all persons and to issue civil infraction notices or citations to all persons pursuant to Tribal Law, Michigan Law, or Michigan Court Rule.

C. This Agreement confers no rights of employment with LTBB on officers of the Village Police Department. They are not entitled to any of the rights, privileges and benefits of employment with LTBB except as may be stated in this Agreement.

D. Officers of the Village Police Department serve as LTBB deputies pursuant to this Agreement at the pleasure of LTBB. LTBB may revoke the

deputy status of an officer of the Village Police Department at any time, with or without cause.

12. Deputization of Tribal Law Enforcement officers

A. LTBB police officers, upon presentation of written evidence of certification satisfactory to the State of Michigan, may be appointed by Village, to act as Village police officers upon Trust Lands owned by the Tribe and located within the boundaries of the Village for all civil and criminal infractions which come under the jurisdiction of the State of Michigan and/or Village.

B. LTBB and its police officers will comply with the requirements of MCL 28.609 and abide by all Village policies regarding law enforcement. A copy of those policies will be provided by Village to the LTBB police chief for distribution to tribal police officers. Village will promptly provide copies of any later changes or amendments to those policies. LTBB will obtain signed acknowledgments from tribal officers who have been appointed, evidencing the receipt of the original policies and/or any later changes or amendments of those policies.

C. This Agreement confers no rights of employment with Village on LTBB police officers. The LTBB police officers are not entitled to any of the rights, privileges and benefits of employment with Village except as may be stated in this Agreement.

D. LTBB police officers serve Village police officers pursuant to this Agreement at the pleasure of Village. Village may revoke the Village police officer status of a LTBB police officer at any time, with or without cause.

C. The LTBB police chief and the Village police chief shall each appoint an officer of their respective departments to serve as a liaison between the two departments.

13. Representations

A. LTBB police officers shall not represent themselves as Village police officers or as employees of the Village Police Department while off duty. They are specifically forbidden to use their identification to obtain gratuities, gifts, or personal gain.

B. Village officers shall not represent themselves as deputies or as employees of the LTBB Police Department while off duty. They are specifically forbidden

to use their identification to obtain gratuities, gifts, or personal gain.

14. Hot Pursuit

A. Any Village law enforcement officer, duly authorized as a peace officer, who observes the commission of a felony offense, a misdemeanor offense, and/or traffic offenses including civil infraction offenses off Trust lands, or who has reasonable cause to believe a felony or misdemeanor punishable in excess of 92 days has been committed off Trust lands, and pursues the offender without unreasonable delay, is authorized to continue that pursuit onto Trust lands until the offender is apprehended. The officer may issue citations or effect an arrest of the offender as if the officer had not entered onto Trust lands. The officer will notify LTBB Police as soon as it is reasonable after entry into Trust lands. The officer may request the assistance of LTBB Police as needed.

B. Any LTBB law enforcement officer who observes the commission of a felony offense or a misdemeanor offense on Trust lands, or who has reasonable cause to believe a felony has been committed on Trust lands, and pursues the offender without unreasonable delay is authorized to continue that pursuit off of Trust lands until the offender is apprehended. The officer may issue citations or effect an arrest of the offender as if the officer had not left Trust lands. The officer will notify the Village Police Department as soon as it is reasonable after leaving Trust lands. The officer may request the assistance of Village officers as needed.

C. The hot pursuit conducted under the provisions of this Agreement shall conform with the policy and procedure of the Village Police Department regarding high speed pursuit, whether on or off Trust lands.

D. In the event of hot pursuit by LTBB officers off of Trust lands, the Village Police Department should be notified of any pursuit. A command officer with the Village Police Department has the authority to call off a pursuit by LTBB police officers on non-Trust lands pursuant to the Village pursuit policy.

E. In the event of hot pursuit by Village officers on Trust lands, LTBB police should be notified of any pursuit. A command officer with the LTBB has the authority to call off a pursuit by Village officers on Trust lands pursuant to the LTBB pursuit policy.

15. Arrests. LTBB agrees to make arrests for Village on Trust lands pursuant to a valid State Court warrant and to deliver the arrestee to Village police officers. Village agrees to make arrests for LTBB outside of Trust lands pursuant to a valid Tribal Court warrant and to deliver the arrestee to the LTBB Police Department.

16. **Court Rules.** The provisions of Michigan Court Rule 2.615, enforcement of Tribal judgments and orders, and the LTBB Court Rules regarding enforcement and recognition of foreign judgments and orders, shall apply to this Agreement.
17. **Search Warrants**
- A. Village law enforcement officers must present search warrants authorizing the search for evidence located on Trust lands to the State Court and Tribal Court for enforcement, and for execution by Tribal law enforcement authorities. The LTBB Prosecuting Attorney agrees to review and prepare search warrants for Trust lands.
- B. When executing a state search warrant, enforced through the Tribal Court, the LTBB Police Department will observe all requirements of State and Federal law regarding the conduct of searches. Village officers shall accompany Tribal officers when a state warrant is executed.
- C. Tribal law enforcement officers must present search warrants authorizing the search for evidence located outside Trust lands, unless jurisdiction exists under Treaty or other Federal law, to the State Court and Tribal Court for enforcement, and for execution by state law enforcement authorities. The Emmet County Prosecuting Attorney agrees to review and prepare search warrants for such searches.
- D. The Village Police Department agrees to cooperate in the execution of Tribal search warrants outside Trust lands and to observe the requirements of Tribal, State and Federal law in doing so. LTBB will provide the Village Police Department copies of any pertinent Tribal laws in this regard.
18. **Extradition.** Both parties waive any requirement for formal extradition processes of anyone arrested in their respective jurisdictions to be turned over to the other jurisdiction.
19. **Immunities.** The provisions of 25 USC § 450f, the Federal Tort Claims Act, and all immunities from liability and exemptions from laws, ordinances and regulations which apply to Tribal law enforcement officers continue to apply while officers are performing duties under this Agreement involving state jurisdiction, as well as any rights and immunities accorded Village police officers under the laws of the State of Michigan.
20. **Hold Harmless.**
- A. Village, its boards, commissions, officers, employees and agents, and LTBB, its boards, commissions, officers, employees and agents 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 law enforcement officers.

B. Village and LTBB shall be responsible for all liability of whatever nature arising from the acts of their own law enforcement officers and employees to the extent provided by law. Under no circumstances shall either the Village or Tribe be held liable for the acts of employees of the other party performed under this Agreement.

21. Costs. Village and LTBB shall each assume responsibility for all costs incurred by their own officers acting under this Agreement.

22. Termination.

A. This Agreement shall remain in full force and effect until and unless terminated by either party, or amended by mutual written Agreement of the parties.

B. Either party may terminate this Agreement at any time upon ten (10) days written notice. Village may immediately revoke the Village police officer status of an individual LTBB officer without terminating this Agreement. LTBB may immediately revoke the LTBB deputy status of a Village officer without terminating this Agreement.

23. Non-discrimination. Except to the extent that Federal law allows LTBB to follow Indian preference, neither party shall discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, physical handicap, age, height, weight or marital status, except insofar as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business. Such action shall include, but not be limited to the following: hiring; employment; upgrading; demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, each party agrees that its services and activities related to this Agreement will be delivered without discrimination based on disability consistent with the Americans with Disabilities Act of 1990.

24. Dispute Resolution

In the event of a dispute regarding the interpretation of the terms of this Agreement and the enforcement thereof, the parties agree to seek mediation through Northern Community Mediation.

25. Savings Clauses

A. This Agreement, or any commission issued pursuant to it, shall not confer any authority on a state or tribal court, or other state, tribal, county or village

authority which that court or authority would not otherwise have. Nothing in this Agreement shall be construed to cede any jurisdiction of either of the parties, to waive any immunities, to modify the legal requirements for arrest or search or seizure or to otherwise modify the legal rights of any person, to accomplish any act in violation of state, federal, or tribal law or to subject the parties to any liability to which they would not otherwise be subject to by law.

B. The provisions of this Agreement are severable and should any provision be held invalid or unenforceable, the remainder of this Agreement remains in effect unless terminated as provided in this Agreement.

The undersigned execute this Agreement as duly authorized representatives of the respective parties:

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

Date: 6-23-16

Regina Gasco-Bentley
Regina Gasco-Bentley, Tribal Chairperson

Date: 6-23-16

Jeffery S. Cobe
Jeffery S. Cobe, LTBB Chief of Police

Date: 6-23-16

Catherine M. Castagne
Catherine M. Castagne, LTBB Tribal Prosecuting Attorney

VILLAGE OF MACKINAW CITY

Date: 6-27-16

Det R. [Signature]
[Signature], Village President

Date: 6-27-16

Pat C. [Signature]
Pat C. [Signature], Village Chief of Police

Date: _____

, Prosecuting Attorney