

**LOCAL REGULATION AGREEMENT
BETWEEN
THE CITY OF MT. PLEASANT
AND
THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN**

Introduction

This agreement (the "Agreement") is between the City of Mt. Pleasant (the "City") and the Saginaw Chippewa Indian Tribe of Michigan (the "Tribe") (collectively, the "Parties").

The City is a Michigan home rule city duly organized under 1909 PA 279, as amended, MCL 117.1 *et seq.* and is authorized to enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 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 to this Agreement recognize a mutual interest in addressing local regulation of Tribal Members and Tribal-Member-Fee Lands within that portion of the Tribe's Indian Country that also lies within the City Limits.

Accordingly, the Parties agree as follows:

Terms

1. **Definitions**

As used in this Agreement:

- A. "City Limits" means the jurisdictional boundaries of the City as of the effective date of this Agreement.
- B. "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.
- C. "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").

- D. "Tribal Fee Lands" means any parcel of land within the Reservation that is owned in fee simple by the Tribe.
- E. "Tribal Lands" means Tribal Fee Lands and land held by the United States in trust for the benefit of the Tribe or a Tribal Member.
- F. "Tribal Member" means an enrolled member of the Tribe.
- G. "Tribal-Member-Fee Lands" means any parcel of land within the Reservation that is owned in fee simple by any Tribal Member.

2. Application of Tribal Codes

- A. The Tribe administers its civil code and applies its civil ordinances to Tribal Members within the Isabella Indian Reservation.
- B. The Tribe administers its criminal code and applies its criminal ordinances to Tribal Members and other Indians within the Isabella Indian Reservation. Tribal police officers and cross-appointed City police officers may enforce the Tribal criminal code, as provided in the Law Enforcement Agreement Between the City of Mt. Pleasant and the Saginaw Chippewa Indian Tribe.
- C. The Tribe administers its construction and fire-prevention laws to Tribal Lands and Tribal-Member-Fee Lands within the Reservation.
- D. The Tribe must administer all of its codes and ordinances in accordance with its governmental prerogative and discretion.

3. Application of City Codes

- A. The City's Solid-Waste, Sewer, Water, and Drainage-District ordinances (found respectively at Chapters 50, 51, 52, and 53 of the City's Code of Ordinances), as they from time to time may be amended, revised, or replaced, apply to all persons and property within that portion of the Reservation that also lies within the City Limits, including, without limitation, to Tribal Members and Tribal-Member-Fee Lands:
- B. The City administers these ordinances, but any judicial action to administer or enforce these ordinances against Tribal Members with respect to property within the Reservation or with respect to Tribal-Member-Fee Lands may only be brought in Tribal Court. Tribal Members are not subject to State court jurisdiction for purposes of enforcement actions taken under this subsection.
- C. The City must administer all of its codes and ordinances in accordance with its governmental prerogative and discretion.

4. Adoption of Tribal Public-Nuisance Ordinance

- A. The Tribe must adopt a public-nuisance ordinance by April 30, 2011 or such other date to

which the Parties agree, to address neighborhood and property issues concerning situations involving Tribal Members or Tribal-Member-Fee Lands within the portion of the Reservation that also lies within the City Limits such as poor property upkeep, uncut grass, nuisance animals and noises, and abandoned refrigerators if those situations are not otherwise addressed by the Tribal Code.

- B. The Tribe has exclusive jurisdiction over Tribal Members and Tribal-Member-Fee Lands within the Reservation, including that portion of the Reservation within the City Limits, for all issues governed by the Tribe's public-nuisance ordinance as may be amended, revised, or replaced from time to time. However, this provision does not limit or impair the right of the City to amend, revise, replace, administer, and enforce City ordinances as provided in Paragraph 1(A) of the Zoning and Land Use Agreement between the Parties.
- C. The Tribe must enforce the public-nuisance ordinance, consistent with Paragraph 2(A) of this Agreement.
- D. If the City identifies or receives a complaint regarding any Tribal Member or Tribal-Member-Fee Lands within that portion of the Reservation that lies within the City Limits, and it believes the conduct violates the Tribe's ordinance, a City official may contact the appropriate Tribal official, as designated by the Tribe in writing, from time to time, to make that complaint. The Tribe may then act upon the complaint as it deems appropriate and necessary as provided in Section 2 above.

5. Amendment of Tribal Business Ordinance

- A. The Tribe must amend its business-licensing ordinance by April 30, 2011 or such other date to which the Parties agree, to address the following issues, as they apply to Tribal Members and Tribal-Member-Fee Lands within the City Limits:
 - i. Licensure of taxicab businesses and taxicab drivers; and
 - ii. A requirement that businesses storing or using quantities of hazardous substances or materials (e.g., fertilizers, ammonia (such as in large cooling systems), dry-cleaning chemicals, etc.) on their premises inform appropriate Tribal and/or City officials so that the information is available to public safety personnel responding to situations, who can then use that information for their own protection and protection of the public.
- B. The Tribe has exclusive jurisdiction over Tribal Members and Tribal-Member-Fee Lands within the Reservation, including that portion of the Reservation within the City Limits, for all issues governed by the Tribe's business ordinance as may be amended, revised, or replaced from time to time.

6. Recognition of Proprietary Rights

The Parties agree to respect and work cooperatively to accommodate the proprietary rights that each has in the use and control of its respective real and personal property such as, by way of example and without limitation, parks, buildings, rights-of-way, vehicles, and other

property owned by the Tribe or the City. Nothing in this Agreement is intended to limit any of those rights.

7. Information Exchange

Upon request, each party must provide the other party with a copy of relevant laws, rules, regulations, or codes.

8. Duration, Termination, 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.

9. Retention of Legal Rights

- A. This Agreement does not affect any other agreements that either Party may enter in to with any third party now or in the future.
- B. 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 8(D) of this Agreement. This limited waiver of sovereign immunity does not waive the immunity of any official, employee, or agent of either Party.
- C. This Agreement does not affect the City's right to adopt, amend, administer, or enforce any City ordinances, rules, or regulations except as they affect the Tribe, Indians (with respect to criminal jurisdiction), Tribal Members, Tribal Lands, or Tribal-Member-Fee Lands.
- D. This Agreement does not affect the Tribe's right to adopt, amend, administer, or enforce any Tribal laws or regulations that affect the Tribe, Indians (with respect to criminal jurisdiction), Tribal Members, Tribal Lands, or Tribal-Member-Fee Lands.

10. Amendments

This Agreement may only be amended by a written instrument signed by the duly authorized representative of each Party. The Parties do not require Court approval or other filing to amend the Agreement under this provision.

11. 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.

12. Relationship to Other Agreements

- A. This Agreement constitutes the entire Agreement between the Parties.
- B. Upon the execution of this Agreement, the Parties mutually rescind all previously entered written Agreements between them regarding the topics in this Agreement.
- B. If this Agreement conflicts with the Court Order, the terms of this Agreement govern.

13. 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 City, notices must be sent to:

City Manager
City of Mt. Pleasant
320 West Broadway
Mt. Pleasant, MI 48858

With a copy to:

City Clerk
City of Mt. Pleasant
320 West Broadway
Mt. Pleasant, MI 48858

In the case of the Tribe, notices must be sent to:

Director
Planning Department
Saginaw Chippewa Indian Tribe
7070 East Broadway
Mt. Pleasant, MI 48858

With a copy to:

General Counsel
Legal Department
Saginaw Chippewa Indian Tribe
7070 East Broadway
Mt. Pleasant, MI 48858

14. Counterparts

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

15. Authority

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

16. Preparation of Agreement

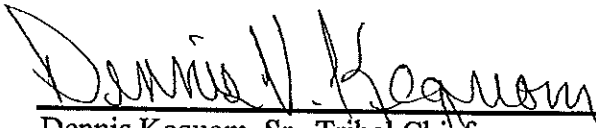
The Parties drafted this Agreement and entered into it after careful review and upon the advice of competent counsel. It must be construed as if it were mutually drafted, and may not be construed more strongly for or against either Party.

17. 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 City 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 City and Tribe.

**SAGINAW CHIPPEWA INDIAN TRIBE
OF MICHIGAN**

CITY OF MT. PLEASANT



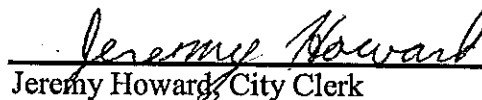
Dennis Kequom, Sr., Tribal Chief



James Holton, Mayor

11-8-10
Date signed

11/8/10
Date signed



Jeremy Howard, City Clerk

11/8/10
Date signed

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