

**CITY OF POLSON**

**RESOLUTION NUMBER 2023-021**

**A CONSENT RESOLUTION REGARDING RENEWAL OF MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF MONTANA, FLATHEAD COUNTY, LAKE COUNTY, MISSOULA COUNTY, SANDERS COUNTY, CITY OF HOT SPRINGS, CITY OF RONAN, CITY OF POLSON, TOWN OF ST. IGNATIUS AND THE CONFEDERATED SALISH AND KOOTENAI TRIBES OF THE FLATHEAD NATION.**

**WHEREAS**, section 2.03.200 of the City of Polson Municipal Code provides the City Manager with powers and duties of day-to-day operations; **FURTHER**, the City of Polson along with the other governmental entities had entered into a memorandum of agreement regarding the mutual cooperation of law enforcement;

**WHEREAS**, the Confederated Salish and Kootenai Tribes of the Flathead Nation (Tribes), the State, and affected county and local governments have a mutual desire to continue to provide for smooth coordination of tribal exclusive jurisdiction over misdemeanor offenses committed by Indians and shared concurrent jurisdiction over felony offenses committed by Indians with respect to Public Law 280; and

**WHEREAS**, the overriding purpose of this Memorandum of Agreement (Agreement) is to continue to provide for timely and effective law enforcement and the protection of the public safety; **FURTHER**, the Tribes, the State, and affected local governments shall act in good faith to effectuate the specific provisions of the Memorandum of Agreement.

**NOW THEREFORE BE IT RESOLVED** that the City Manager of the City of Polson renew the Memorandum of Agreement so that Polson Police Department can continue to provide timely and effective law enforcement and the protection of the public contemporaneously with Tribal law enforcement.

**APPROVED AND ADOPTED** this 4th day of December 2023.

**THE CITY OF POLSON**

BY:

\_\_\_\_\_  
Eric Huffine, Mayor

Attest:

\_\_\_\_\_  
Ed Meece, City Manager

\_\_\_\_\_  
Cora E. Pritt, City Clerk

STATE OF MONTANA     )  
  :SS  
County of Lake            )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned Notary Public for the State of Montana, personally appeared **Eric Huffine**, known to me to be the Mayor of the City of Polson and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Printed Name of Notary  
Residing at Polson, Montana  
My commission expires: \_\_\_/\_\_\_/\_\_\_

**RENEWAL OF MEMORANDUM OF AGREEMENT BETWEEN  
THE STATE OF MONTANA,  
FLATHEAD COUNTY, LAKE COUNTY, MISSOULA COUNTY, SANDERS COUNTY,  
CITY OF HOT SPRINGS, CITY OF RONAN, CITY OF POLSON,  
TOWN OF ST. IGNATIUS  
AND  
THE CONFEDERATED SALISH AND KOOTENAI TRIBES  
OF THE FLATHEAD NATION**

**WHEREAS**, the 1993 Montana Legislature enacted Senate Bill 368, which provided for the partial withdrawal of the consent of the Confederated Salish and Kootenai Tribes of the Flathead Nation (Tribes) to Public Law 280 jurisdiction on the Flathead Reservation; and

**WHEREAS**, Senate Bill 368 (codified in the Montana statutes at Mont. Code Ann. § 2-1-306 (1993)) provided that “the Confederated Salish and Kootenai Tribes may, by tribal resolution, withdraw consent to be subject to the criminal misdemeanor jurisdiction of the State of Montana” (State) and that within six (6) months after receipt of a tribal resolution withdrawing tribal consent, the Governor shall issue a proclamation to that effect; and

**WHEREAS**, in 1994, the Tribes withdrew consent to be subject to the criminal misdemeanor jurisdiction of the State; and

**WHEREAS**, the Tribes, the State, and affected county and local governments have a mutual desire to provide for smooth coordination of tribal exclusive jurisdiction over misdemeanor offenses committed by Indians and shared concurrent jurisdiction over felony offenses committed by Indians; and

**WHEREAS**, the overriding purpose of this Memorandum of Agreement (Agreement) is to continue to provide for timely and effective law enforcement and the protection of the public safety; and

**WHEREAS**, this Agreement is entered into pursuant to the State-Tribal Cooperative Agreements Act, codified at Mont. Code Ann. §§ 18-11-101 to -112 and Article VI, Section 1(c) of the Constitution of the Tribes approved by the Secretary of the Interior on October 28, 1935; and

**WHEREAS**, the Tribes, the State, and affected local governments shall act in good faith to effectuate the specific provisions of this Agreement; and

**WHEREAS**, the Tribes’ previous resolution to withdraw consent to be subject to the criminal misdemeanor jurisdiction of the State included language allowing continued state misdemeanor criminal jurisdiction in limited areas, which remain specifically delineated in the body of this Agreement;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CONFEDERATED SALISH AND KOOTENAI TRIBES AND THE STATE OF MONTANA, FLATHEAD COUNTY, LAKE COUNTY, MISSOULA COUNTY, SANDERS COUNTY, THE CITY OF HOT SPRINGS, THE CITY OF RONAN, THE CITY OF POLSON, AND THE TOWN OF ST. IGNATIUS ENTER INTO THIS MEMORANDUM OF AGREEMENT AS FOLLOWS:**

**I. LAW ENFORCEMENT**

**A. Dispatch Assessment of Incoming Calls**

**1. Exigent Circumstances**

Upon receiving an incoming call, tribal, state, county, and city dispatch officers will dispatch the nearest officer to the scene of an offense where exigent circumstances do not allow for an assessment of whether the persons involved are Indian or non-Indian.

**2. Assessment of Dispatch Calls**

When an incoming call to dispatch is not an immediate exigent emergency, the dispatcher shall determine the:

- a. Nature of the call;
- b. Possible suspect/victims; and
- c. Location of the incident.

**3. Referral to Appropriate Agencies**

If the key parties to the incident are Indian, and it is not clear that the reported offense would be charged as a felony, all state, county, or city dispatchers will relay the information directly to tribal dispatch. If the key parties to the incident are Indian and tribal dispatch receives the call, tribal dispatch will contact tribal officers. If the key parties are non-Indian and tribal dispatch receives the call, tribal dispatch will relay the information directly to the appropriate state, county, or city dispatch officer. In either situation, the person making the call will not be told to call the other jurisdiction. The dispatchers of the respective jurisdictions shall directly relay information to the appropriate dispatch office.

**4. Unclear Assessment**

If a clear assessment of the status of the key parties is not possible by dispatchers, direct law enforcement services will be provided by the jurisdiction receiving the call.

**B. Officer Response to Dispatch Calls**

**1. Field Response to Dispatch Calls**

Law enforcement officers dispatched into the field, either as the nearest officer available for exigent circumstances or as the appropriate officer due to the status of the persons involved, shall respond as immediately as possible. Once dispatched, officers shall not attempt to assess proper jurisdiction until public safety is secured. If it is clear to the law enforcement officer that the offense committed will be charged as a felony, the officer will proceed pursuant to the authority of the jurisdiction represented by the officer. If it is unclear whether the offense will be charged as a felony or as a misdemeanor, the officer will determine the status of the suspect involved.

**2. Field Determination of “Indian”**

Law enforcement officers will determine the Indian/non-Indian status of a suspect at the

incident's location as soon as reasonable after providing any emergency law enforcement services and securing public safety. For purposes of the Agreement, an "Indian" is a person, including juveniles, who is an enrolled member of a federally-recognized tribe. To make such determination, the suspect will be questioned as to whether she/he is an Indian.

**a. Self-identification as Indian with Proof of Enrollment**

If the suspect responds in the affirmative, the officer will obtain enrollment information and call the tribal dispatch officer, who will verify the enrollment status via contacting the specified Tribe's dispatch office and requesting enrollment verification. If the suspect's Indian status is verified, the non-tribal officer will request tribal officer response, if necessary.

**b. Self-identification as Indian Without Proof of Enrollment**

If the suspect claims to be an Indian to the non-tribal officer, but is unable to provide enrollment information, the suspect will properly be within the jurisdiction of the responding non-tribal officer until enrollment information is secured or until a successful defense of lack of jurisdiction is raised at trial.

If the suspect claims to be an Indian to a responding tribal officer, but is unable to provide verifying information, the suspect is properly within the jurisdiction of the Tribes unless the Tribes make a factual determination that they lack jurisdiction over the suspect.

**C. Traffic Stops**

**1. Non-Tribal Officer Stops**

A non-tribal law enforcement officer may stop any vehicle upon a reasonable suspicion of illegal activity. The non-tribal officer may also conduct a protective frisk of the suspect and the area in the suspect's immediate control, whether the suspect is Indian or non-Indian, if the officer has reasonable cause to suspect that the person is armed and presently dangerous.

The non-tribal officer must then determine the Indian/non-Indian status of the suspect. If the suspect is Indian, as verified by the tribal dispatch, the officer may either issue a citation for the alleged violation pursuant to Section D or, if the officer determines that it is necessary to take the Indian person into custody, request response by a tribal officer.

The non-tribal officer shall have authority to detain the Indian suspect pursuant to Section E: Unavailability of an Appropriate Officer.

**2. Tribal Officer Traffic Stops**

A tribal officer may stop any vehicle upon a reasonable suspicion of criminal activity. The tribal officer may also conduct a protective frisk of the suspect and the area in the suspect's immediate control, whether the suspect is Indian or non-Indian, if the officer has reasonable cause to suspect that the person is armed and presently dangerous.

The tribal officer must then determine the Indian/non-Indian status of the suspect. If the suspect is non-Indian, the tribal officer may either issue a citation for the alleged violation pursuant to Section D or, if the officer determines that it is necessary to take the non-Indian person into custody, request response by a non-tribal officer.

The tribal officer shall have authority to detain the suspect until the arrival of the non-tribal officer pursuant to Section E: Unavailability of an Appropriate Officer.

**D. Citation Authority (Including Citations, Complaints, and Notices to Appear)**

**1. Tribal Officers**

Officers who have met tribal requirements for certification and who have been certified by the Tribes as law enforcement officers are hereby commissioned by each other party to this Agreement to exercise limited authority within those portions of the respective jurisdictions which lie within the exterior boundaries of the Flathead Indian Reservation. These tribal officers may exercise authority limited to that necessary for issuance of citations for violations of the state traffic laws and laws regarding minors in possession of alcohol, tobacco products, or marijuana. This authority includes that necessary to collect bond for the respective jurisdiction.

When a tribal officer makes a stop upon a reasonable suspicion of violation of an applicable law and determines: (1) that the suspect is a non-Indian; and (2) that it is not necessary to take the non-Indian person into custody, the tribal officer is commissioned to act as an agent of the appropriate non-tribal jurisdiction and issue a citation for violation of state traffic laws and laws regarding minors in possession of alcohol, tobacco products, or marijuana.

**2. Non-Tribal Officers**

Officers who have met the necessary requirements for certification as law enforcement officers of the respective state, county, and city jurisdictions and who have been certified by the respective jurisdiction, are hereby commissioned by the Tribes to exercise authority within the exterior boundaries of the Flathead Reservation. These non-tribal officers may exercise authority limited to that necessary for issuance of citations for violations of the tribal traffic ordinances and ordinances regarding minors in possession of alcohol, tobacco products, or marijuana. This authority includes that necessary to collect bond for the Tribes.

When a non-tribal officer makes a stop upon a reasonable suspicion of a violation and determines: (1) that the suspect is an Indian; and (2) that it is not necessary to take the Indian person into custody, the non-tribal officer is commissioned to act as an agent of the Tribes and issue a citation for violation of tribal traffic ordinances and ordinances regarding minors in possession of alcohol, tobacco products, or marijuana.

**3. Chain of Command**

The chain of command for the law enforcement officers of the parties to this Agreement shall not be changed by the granting of authority to issue citations on behalf of a jurisdiction other than that of the officer. Officers will continue to report to and be accountable to superiors to whom they now report.

**E. Unavailability of Appropriate Officer When It Is Necessary to Take a Person into Custody**

**1. Stop by Non-Tribal Officer**

If upon a request from a non-tribal officer, a tribal officer determines he is unable to

respond to a traffic stop which necessitates taking an Indian person into custody, for protection of public safety, within thirty (30) minutes of the detention of the Indian suspect, the tribal officer may authorize the non-tribal officer to take the Indian person into custody and transport the suspect to the Tribal Law and Order facility. Such detention and transport in a traffic-stop situation cannot occur without the express grant of authority from the tribal officer to the non-tribal officer pursuant to Section F. Any arrest or juvenile detention made with an express grant of authority from the tribal officer includes a grant of authority to completely process the suspect for the offense.

If the traffic stop of an Indian suspect by a non-tribal officer does not warrant taking the suspect into custody, the non-tribal officer may issue a citation for the alleged violation pursuant to Section D, or file a report of probable cause and report of traffic violation to the tribal prosecutor's office.

## **2. Stop by a Tribal Officer**

If upon request from a tribal officer, the non-tribal officer determines he is unable to respond to a traffic stop which necessitates taking a non-Indian person into custody, within thirty (30) minutes of the detention of the non-Indian suspect, the non-tribal officer may authorize the tribal officer to take the non-Indian person into custody and transport the suspect to the county or city law enforcement facilities. Such detention and transport in a traffic-stop situation cannot occur without the express grant of authority from the non-tribal officer to the tribal officer pursuant to Section F. Any arrest or juvenile detention made with an express grant of authority from the non-tribal officer includes a grant of authority to completely process the suspect for the offense.

If the traffic stop of a non-Indian suspect by a tribal officer does not warrant taking the suspect into custody, the tribal officer may issue a citation for the alleged violation pursuant to Section D, or file a report of probable cause and report of traffic violation to the appropriate jurisdiction.

## **F. Authority to Take a Person into Custody**

### **1. Taking an Indian Person into Custody by Non-Tribal Officer**

A non-tribal officer may take an Indian person into custody only when granted authority to do so by a tribal officer after the tribal officer indicates he or she is unable to assure he or she can be at the scene within thirty (30) minutes of the detention of the Indian suspect, and:

- a. The non-tribal officer articulates to the tribal officer that objective facts for taking the Indian person into custody exist; or
- b. When the offense by the Indian person is committed or being committed in the non-tribal officer's presence and it is necessary to take the Indian person into custody to protect the public or preserve the evidence.

The tribal officer may verbally give the grant of authority to take the Indian person into custody to the non-tribal officer. The non-tribal officer must only use the reasonable force necessary, in accordance with their departmental policies and procedures and any applicable law, when taking a person into custody.

### **2. Taking a Non-Indian Person into Custody by Tribal Officer**

A tribal officer may take a non-Indian person into custody only when granted authority to do so by a non-tribal officer after the non-tribal officer indicates he or she is unable to assure he or she can be at the scene within thirty (30) minutes of the detention of the non-Indian suspect, and:

- a. The tribal officer articulates to the non-tribal officer that objective facts for taking the non-Indian person into custody exist; or
- b. When the offense by the non-Indian person is committed or being committed in the tribal officer's presence and it is necessary to take the non-Indian person into custody to protect the public or preserve the evidence.

The non-tribal officer may verbally give the grant of authority to take the non-Indian person into custody to the tribal officer. The tribal officer must only use the reasonable force necessary, in accordance with their departmental policies and procedures and any applicable law, when taking a person into custody.

## **G. Investigations**

### **1. Unknown Suspect**

- a. When the suspect is unknown and exigent circumstances do not allow for an assessment of whether the persons involved in an incident are Indian or non-Indian, officers of the responding jurisdiction will stabilize the situation and take the lead in the necessary investigatory work, until jurisdiction is established.
- b. When the suspect is unknown and it is determined that the victims are both Indian and non-Indian, the responding jurisdiction will lead the investigation with the cooperation of the other jurisdictions until the identity of the suspect is determined.
- c. When the suspect is unknown and it is determined that the victim is Indian, the tribal officers will take the lead in the investigation until the identity of the suspect is determined.
- d. When the suspect is unknown and it is determined that the victim is non-Indian, the non-tribal officers will take the lead in the investigation until the identity of the suspect is determined.

### **2. Known Suspect**

- a. When the suspect is known to be Indian, the tribal officers will take the lead in the investigation.
- b. When the suspect is known to be non-Indian, non-tribal officers will take the lead in the investigation.
- c. When there are multiple suspects known to be Indian and non-Indian, the respective jurisdictions will each conduct investigations in preparation for separate prosecutions. However, each jurisdiction will fully cooperate with the other jurisdiction in its investigation and will share investigatory information with the other jurisdictions.

### **3. Cost of Investigations**

Each jurisdiction will cover the costs of investigations conducted by its officers.

### **H. Cooperative Meetings**

Cooperation Between Local Law Enforcement Agencies: The parties agree to meet as needed to discuss implementation issues, changes in law or process that impact this agreement, or other concerns arising from this agreement.

## **II. CRIMINAL AND JUVENILE PROCEEDINGS**

### **A. Misdemeanors**

All misdemeanor offenses committed by Indians shall be prosecuted in the Confederated Salish and Kootenai Tribal Court with the exception of those misdemeanor convictions resulting from a guilty plea entered in state court pursuant to a plea agreement or consent decree reducing a felony to a misdemeanor, or the result of a conviction in state court on a lesser included offense in a felony trial.

The State may retain jurisdiction of Indian persons for misdemeanor offenses in the limited circumstances that they result from a reduction of a felony offense due to a lesser included offense jury instruction at trial. If probation is a part of the sentence, it may be monitored by tribal probation personnel pursuant to agreement between the State and the Tribes.

The State may retain jurisdiction of Indian persons for misdemeanor offenses in the limited circumstance that they result from plea agreements or consent decrees which are negotiated before a trial verdict which reduce felony offenses to misdemeanors. If probation is a condition of the plea agreement, such probation may be monitored by tribal probation personnel pursuant to agreement between the State and the Tribes.

### **B. Concurrent Tribal/State Felony Jurisdiction**

The Tribes continue to retain concurrent jurisdiction with the State over felony offenses committed by Indians, but may transfer prosecution of such offenses to the State. Factors the Tribes will consider when retaining jurisdiction over felony offenses include:

1. Seriousness of the offense;
2. Age of defendant;
3. Criminal history of defendant;
4. Ties to the Reservation;
5. Family on Reservation;
6. Sentence upon conviction in state court versus actual jail time likely in tribal jail;
7. Prospect of rehabilitation; and



8. Access to appropriate services.

The State continues to retain jurisdiction, concurrent with that of the Tribes, over felony offenses committed by Indians, but may transfer prosecution of such crimes to the Tribes if warranted.

### **C. Transfer of Prosecution**

#### **1. Reduction from Felony to Misdemeanor Before Trial**

When an offense is charged as a felony by the State, but prosecutorial discretion necessitates a reduction to a misdemeanor before trial, the State prosecutor will inform the tribal prosecutor. The State prosecutor must inform the tribal prosecutor within one year of when the alleged offense occurred, or as soon as possible, due to the tribal statute of limitations, *see* CSKT Tribal Code § 2-1-109. The State prosecutor must also provide the tribal prosecutor with all necessary reports and evidence for determining whether to file a complaint, whenever possible. After providing adequate time for the tribal prosecutor to file the charging document in tribal court, the State will move to dismiss its action.

#### **2. Upgrade from Misdemeanor to Felony Before Trial**

When an offense is charged as a misdemeanor in tribal court, but evidence necessitates an increase to a felony before trial and the tribal prosecutor determines that the case should be transferred to the State, the tribal prosecutor will inform the appropriate county attorney. After providing adequate time for the county attorney to file the charging document in state court, the tribal prosecutor will move to dismiss its action.

#### **3. Decline to Prosecute by the State**

When an offense is transferred from the Tribal Prosecutors to the State, but the State declines to prosecute, the State prosecutor will inform the tribal prosecutor. The State prosecutor must inform the tribal prosecutor within one year of when the alleged offense occurred, or as soon as possible, due to the tribal statute of limitations, *see* CSKT Tribal Code § 2-1-109. The State prosecutor must also provide the tribal prosecutor with all necessary reports and evidence for determining whether to file a complaint, whenever possible.

### **D. Probation**

Probation ordered for all tribal defendants in Tribal Court shall be monitored by tribal probation personnel.

Probation ordered for all tribal defendants who are convicted in a state district court for a felony offense shall remain under state jurisdiction, but may be supervised by tribal probation personnel pursuant to agreement between the State and the Tribes. Tribal probation personnel shall fulfill reporting requirements of state jurisdictions for purposes of revocation. Such revocations shall be within state jurisdiction when the conviction and ordered probation occurred within a state jurisdiction.

### **E. Testimony of Law Enforcement Officers at Trial**

All non-tribal law enforcement officers shall abide by the subpoena power of tribal court

jurisdiction, and all tribal law enforcement officers shall abide by the subpoena power of state, justice, or city court jurisdiction. Specifically, law enforcement officers agree to provide testimony in all jurisdictions as appropriate.

**F. Communication Between Tribes and Local Agents**

The tribal prosecutors and the state prosecutors shall meet on an as-needed basis. These meetings will allow an open exchange of information on pending cases to ensure that each jurisdiction is prosecuting cases appropriate for that jurisdiction in good faith. Communication with other jurisdictions shall be on a case-by-case basis.

**III. GENERAL PROVISIONS**

**A. Geographic Scope**

This agreement applies to law enforcement activities occurring on all land within the exterior boundaries of the Flathead Reservation. *See* 18 U.S.C. § 1151 (defining “Indian country”).

**B. Jurisdiction of State Courts Entering Judgment Prior to Date of Retrocession**

Any state court issuing a judgment of conviction for a misdemeanor offense by an Indian prior to the effective date of retrocession will maintain jurisdiction over the case and the defendant, including jurisdiction to issue contempt orders, until the judgment of conviction is fully satisfied.

**C. Public Access to Court Dockets**

Court dockets of the courts of the respective jurisdictions will be made public.

**D. Review of Process**

Any party may request the Attorney General to convene additional meetings at any time during the term hereof, to discuss new developments or suggested improvements or changes to this agreement. The Attorney General will make every effort timely to accommodate such requests.

**E. Effective Date and Term**

The Agreement became effective upon execution by the parties in accordance with its terms, the Tribal Resolution and proclamation of the Governor of Montana. This renewal continues the agreement, as amended, for a term of eight years unless earlier terminated as herein provided. Prior to the expiration of this Agreement, or upon its termination, the parties may agree to the renewal of the Agreement for a term agreed upon by the parties. This clause does not affect the underlying jurisdiction of either party, which was altered by the legislation, the Governor’s proclamation, and the Tribes’ resolution in 1994, but only the cooperative law enforcement and prosecution aspects of this agreement.

**F. Termination and Withdrawal**

This Agreement may be terminated at any time upon written consent of all parties. Any party may withdraw from this Agreement provided said party gives notice of withdrawal to all other parties by certified mail at least 120 days prior to such withdrawal.

**G. Amendments**

This Agreement may be amended at any time provided said amendments are in writing and signed by all parties to the Agreement.

**H. Negative Declaration**

Nothing in this Agreement shall be deemed as a concession by any party as to any other party's jurisdictional claims or an admission of the same, or a waiver of the right to challenge such claims upon termination of the Agreement. Nothing in this Agreement shall prejudice the right of any individual to challenge the regulatory or adjudicatory jurisdiction of either party. Neither this Agreement nor the activities of the parties pursuant to this agreement shall be deemed as enlarging or diminishing the jurisdiction or authority of any of the parties within the Flathead Reservation.

**I. Liability**

Each party shall remain liable for the acts, errors, or omissions of their officers and employees acting under this Agreement to the same degree that they are currently liable. No party assumes liability for the acts, errors, or omissions of the officers and employees of the other parties. The parties agree that upon mutual consent, represented by an executed addendum attached to this Agreement, the non-Tribal parties may, to the extent allowed under federal law, be treated as federal employees for purposes of liability under the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801 et seq. Any such addendum shall become effective upon execution by the parties and the United States and be incorporated into this Agreement as if in the original, without the need for additional review or approval.

All notices and other communications required to be given hereunder by the Parties to this Agreement shall be deemed to have been duly given when delivered in person or posted by United States certified mail, return receipt requested, with postage prepaid, addressed as follows:

- |                           |  |
|---------------------------|--|
| 1. If to the Tribes:      | Chairperson<br>Confederated Salish and Kootenai Tribes<br>P.O. Box 278<br>Pablo, MT 59855        |
| 2. If to the State:       | Attorney General of Montana<br>Department of Justice<br>P.O. Box 201401<br>Helena, MT 59620-1401 |
| 3. If to Flathead County: | Flathead County Commissioners<br>800 South Main, Room 302<br>Kalispell, MT 59901                 |
| 4. If to Lake County:     | Lake County Commissioners  |

Lake County Courthouse  
106 Fourth Avenue East  
Polson, MT 59860

5. If to Missoula County:

Missoula County Commissioners  
Missoula County Courthouse  
200 West Broadway  
Missoula, MT 59802

6. If to Sanders County:

Sanders County Commissioners  
Sanders County Courthouse  
PO Box 519  
Thompson Falls, MT 59873

7. If to the City of Hot Springs:

Mayor  
City of Hot Springs  
City Hall  
Hot Springs, MT 59845

8. If to the City of Ronan:

Mayor  
City of Ronan  
109 Second Avenue Southwest  
Ronan, MT 59864

9. If to the Town of St. Ignatius:

Mayor  
City of St. Ignatius  
City Hall  
St. Ignatius, MT 59865

10. If to the City of Polson:

City Manager  
City of Polson  
City Hall  
106 1st Street E.  
Polson, MT 59860

**RENEWAL OF MEMORANDUM OF AGREEMENT BETWEEN  
THE STATE OF MONTANA,  
FLATHEAD COUNTY, LAKE COUNTY, MISSOULA COUNTY, SANDERS COUNTY,  
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THE CONFEDERATED SALISH AND KOOTENAI TRIBES  
OF THE FLATHEAD NATION**

**SIGNATURE PAGE**

**CONFEDERATED SALISH AND KOOTENAI TRIBES OF THE FLATHEAD NATION**

\_\_\_\_\_  
Tom McDonald  
Chairman

\_\_\_\_\_  
Dated

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**SIGNATURE PAGE**

**STATE OF MONTANA**

\_\_\_\_\_  
Austin Knudsen  
Attorney General

\_\_\_\_\_  
Dated



**RENEWAL OF MEMORANDUM OF AGREEMENT BETWEEN**  
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**TOWN OF ST. IGNATIUS**  
**AND**  
**THE CONFEDERATED SALISH AND KOOTENAI TRIBES**  
**OF THE FLATHEAD NATION**

**SIGNATURE PAGE**

**LAKE COUNTY COMMISSIONERS**

_____ Bill Barron	_____ Dated
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_____ Gale Decker	_____ Dated
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_____ Steve Stanley	_____ Dated
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 AND  
 THE CONFEDERATED SALISH AND KOOTENAI TRIBES  
 OF THE FLATHEAD NATION**

**SIGNATURE PAGE**

**MISSOULA COUNTY COMMISSIONERS**

_____	_____
Juanita Vero	Dated

_____	_____
Dave Strohmaier	Dated

_____	_____
Josh Slotnick	Dated

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**SIGNATURE PAGE**

**SANDERS COUNTY COMMISSIONERS**

_____	_____
Dan Rowan	Dated

_____	_____
John Holland	Dated

_____	_____
Anthony B. Cox	Dated

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**SIGNATURE PAGE**

**CITY OF HOT SPRINGS**

\_\_\_\_\_  
Randal Woods  
Mayor

\_\_\_\_\_  
Dated

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**SIGNATURE PAGE**

**CITY OF RONAN**

\_\_\_\_\_  
Chris A. Adler  
Mayor

\_\_\_\_\_  
Dated

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AND  
THE CONFEDERATED SALISH AND KOOTENAI TRIBES  
OF THE FLATHEAD NATION**

**SIGNATURE PAGE**

**CITY OF POLSON**

\_\_\_\_\_  
Ed Meece  
City Manager

\_\_\_\_\_  
Dated

**RENEWAL OF MEMORANDUM OF AGREEMENT BETWEEN  
THE STATE OF MONTANA,  
FLATHEAD COUNTY, LAKE COUNTY, MISSOULA COUNTY, SANDERS COUNTY,  
CITY OF HOT SPRINGS, CITY OF RONAN, CITY OF POLSON,  
TOWN OF ST. IGNATIUS  
AND  
THE CONFEDERATED SALISH AND KOOTENAI TRIBES  
OF THE FLATHEAD NATION**

**SIGNATURE PAGE**

**TOWN OF ST. IGNATIUS**

\_\_\_\_\_  
Daren Incashola  
Mayor

\_\_\_\_\_  
Dated

