

**EXTENSION AND CONTINUATION OF  
PAYMENT IN LIEU OF TAXES AGREEMENT  
BETWEEN  
THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS  
AND  
WEST TRAVERSE TOWNSHIP**

1. The Little Traverse Bay Bands of Odawa Indians ("LTBB" or "Tribe") and West Traverse Township ("Township") are parties to a Payment in Lieu of Taxes Agreement ("Agreement"), pursuant to which the Township provides fire protection services to specific LTBB Housing Property in exchange for certain payments by LTBB as specified in the Agreement.
2. The original effective date of the Agreement was January 1, 2004, and the Agreement provided that it would expire two years from its effective date unless otherwise extended in writing by further agreement of the parties.
3. The parties have not previously agreed to a written extension and continuation of this Agreement, but have informally continued under the terms of the Agreement since 2004.
4. The parties hereby ratify their actions pursuant to the Agreement since 2004.
5. The parties further agree that this Agreement is extended and continued on a year-to-year basis. Either party may terminate this Agreement for cause with an advance 30 day written notice. In the event that LTBB develops its own fire department, LTBB may terminate this Agreement with an advance 30 day written notice. Otherwise, either party may terminate this agreement upon an advance 1 year notice. The termination of this Agreement shall not eliminate LTBB's obligation for payment of any fire runs incurred prior to termination.
6. Except as amended by this Extension and Continuation, the provisions of the Agreement shall remain the same as originally approved by the parties.

*The undersigned execute this Extension and Continuation as duly authorized representatives of the respective parties.*

Date: 10-30-15

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

Regina Davis Bentley Tribal Chairperson  
By: \_\_\_\_\_, Its

Date: 10/14/15

WEST TRAVERSE TOWNSHIP

Robert W Sandford Township Supervisor  
By: \_\_\_\_\_, Its

**PAYMENT IN LIEU OF TAXES AGREEMENT  
BETWEEN  
THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS  
AND  
WEST TRAVERSE TOWNSHIP**

**Parties**

1. The Little Traverse Bay Bands of Odawa Indians ("LTBB" or "Tribe") is a Federally recognized Indian tribe that is the beneficial owner of the following described parcel of land held in trust for the Tribe by the United States of America:

Situated in the Township of West Traverse, County of Emmet, State of Michigan:

The East 1/2 of the Northwest 1/4 of Section 36, Township 36 North, Range 6 West.

LTBB has developed and intends to continue developing housing on this parcel. The parcel is exempt from property taxes as a matter of Federal law. The parcel is referred to hereafter as the "LTBB Housing Property."

2. West Traverse Township ("Township") is a political subdivision of the State of Michigan. The LTBB Housing Property is located within the external boundaries of the Township. The Township provides fire protection services to the residents and property under its jurisdiction and within its boundaries.

**Purpose**

3. The parties enter into this Agreement to provide payment from LTBB to the Township for provision by the Township of fire protection services for the real estate, structures and persons within the LTBB Housing Property.

**Agreement**

4. 4. LTBB shall pay Township for the cost of each fire department response or "run" to the LTBB housing property during any particular year of this Agreement, with a minimum payment of two (2) runs each year. The cost per run shall be calculated by taking the sum of township's total fire protection fees for the year in which the runs occur and the township's equipment contribution fees for the following year, and dividing this amount by the total number of runs charged to the township for the subject year. For example, the 2003 per run cost was calculated as follows: (23,814 for 2003 fire protection + 12,150 for 2004 equipment contributions = 35,964; 35,964 / 31 runs = \$1,160 per run). All runs in a year including the minimum two (2) runs shall be billed by the Township to LTBB following the end of the year at the per run rate for the year in which the runs occurred. LTBB shall pay the invoice from the Township for such annual runs upon receipt.

5. In consideration of the payments to be made under paragraph 4, Township shall provide fire protection services on the LTBB Housing Property to the full extent, with the same emergency call response, as such services are provided through-out the Township.

6. When fighting a fire on the LTBB Housing Property, the Township fire department shall have the same authority to issue orders necessary to protect life and property as when fighting fires elsewhere in the Township. Provided, this section shall not be construed as a limitation of the jurisdiction of the Tribe and if law enforcement assistance is needed, the fire department shall contact the Tribal Law Enforcement Department.

7. By Tribal Statute LTBB has adopted the International Fire Code as the Fire Prevention Code of the Little Traverse Bay Bands of Odawa Indians. The Township fire department may provide courtesy inspections at LTBB's request of the structures on the LTBB Housing Property and advise LTBB of any violations of the International Fire Code and any other suggestions the Township Fire Department may have to improve fire safety of the structures.

8. Termination. Either Party may terminate this Agreement for cause. In the event that LTBB develops its own fire department, LTBB may terminate this Agreement. In any event, this Agreement shall terminate two years after its effective date unless otherwise extended in writing by further agreement of the Parties. The termination of this agreement shall not eliminate LTBB's obligation for payment of any runs incurred prior to termination. The effective date of this agreement is January 1, 2004.

9. Enforcement. The Parties agree to submit to the jurisdiction of the Emmet County Circuit Court to resolve any disputes that arise under this Agreement that the Parties are not able to resolve informally.

*The undersigned execute this Agreement as duly authorized representatives of the respective Parties.*

Date: 6-29-04

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

*Frank Eftawag-shik*  
By: Frank Eftawag-shik, Its Tribal Chairman

Date: 7-16-04

WEST TRAVERSE TOWNSHIP

*Chris A. Baiardi*  
By: CHRIS A. BAIARDI, Its SUPERVISOR