



TODD ROKITA
ATTORNEY GENERAL

October 6, 2026

RE: Opinion of the Attorney General concerning Application of Indiana Code ch. 5-2-18.2

To the Members of the Stinesville Town Board:

I write to address questions that have recently come to the attention of the Office of the Attorney General concerning a cooperative law enforcement agreement into which the Stinesville Police Department entered with federal immigration authorities.

BACKGROUND

On February 10, 2026, the Stinesville Chief of Police executed an agreement with U.S. Immigrant and Customs Enforcement ("ICE") known as a 287(g) agreement. Under a 287(g) agreement, federal authorities delegate to local law enforcement the power to perform the "function[s] of an immigration officer in relation to the investigation, apprehension, or detention of aliens in the United States." 8 U.S.C. § 1357(g)(1).

These kinds of agreements are increasingly common, with over 45 state agencies and local law enforcement departments in Indiana having entered into such arrangements. These agreements bring many benefits to law enforcement, including enhancing law enforcement agencies' ability to police their communities and opening access to federal funding opportunities. My office recently executed its own 287(g) agreement with ICE, and I encourage other law enforcement agencies throughout the State to do the same.

Despite the many benefits of 287(g) agreements, the Stinesville Police Department has faced questions and criticism for having entered into the agreement. In particular, the Monroe County Board of Commissioners recently passed Resolution 2026-36 in which the Board expressed the view that the Stinesville Police Department's decision to enter into the 287(g) agreement "without prior authorization by the Stinesville Town Board through an ordinance or resolution adopted at a properly noticed public meeting, was inconsistent with the democratic process, with the letter and spirit of Indiana's open government laws, and with the values of this community." The Resolution also expresses the view that the Police Department lacked authority to sign the agreement without the Town Board's approval and that the agreement is subject to the requirements of Indiana's

Interlocal Cooperation Act. In the Resolution, the Commissioners also ask the Town Board to “suspend performance under the agreement pending . . . public deliberation.”

In addition, it is my understanding that the Monroe County Commissioners’ objections to the 287(g) agreement have raised questions and concerns over whether the Commissioners may reduce the amount of economic development funding the Town of Stinesville receives from the County in order to pressure the Town to discontinue the agreement.

OPINION

For the reasons explained herein, the Monroe County Board of Commissioners is incorrect when it claims the Stinesville Police Department lacked authority to execute the 287(g) agreement on its own without Town Board approval and that the agreement is subject to the requirements of the Interlocal Cooperation Act. Neither of these assertions contained in Resolution 2026-36 is true. Under Indiana law, the Stinesville Chief of Police had legal authority to enter into the 287(g) agreement and the Interlocal Cooperation Act does not apply to such an agreement. Further, any attempt by the County Commissioners or any other governmental entity to discourage Stinesville from continuing the agreement, such as by withholding funding, or otherwise to limit or restrict the Stinesville Police Department’s ability to cooperate with federal immigration authorities would almost certainly violate Indiana Code chapter 5-2-18.2.

Thus, it is my opinion as Indiana’s chief legal officer and as the official tasked with enforcing Indiana Code chapter 5-2-18.2 that the 287(g) agreement between the Stinesville Police Department and ICE was lawfully executed and that the agreement is protected from interference by any other governmental entity.

ANALYSIS

Police chiefs and town marshals in Indiana possess by statute a certain degree of operational autonomy that allows them to manage and direct the affairs of the law enforcement agencies entrusted to their superintendence. *See, e.g.*, Ind. Code § 36-8-3-3(g) (“The police chief has exclusive control of the police department . . .”); Ind. Code § 36-8-9-6(a) (“The operation, management, and control of a police department under this chapter is governed by statutes applicable to the management and control of other municipal police departments if those statutes are consistent with this chapter.”); Ind. Code § 36-5-7-4 (“The marshal is the chief police officer of the town and has the powers of other law enforcement officers in executing the orders of the legislative body and enforcing laws.”).

In the exercise of their authority, police chiefs and marshals are of course subject to the direction and supervision of municipal legislative bodies, which have the power to set policy for their respective municipalities, subject to restrictions and limitations imposed by state law. *See, e.g.*,

Ind. Code § 36-5-2-9; Ind. Code § 36-4-4-4. Likewise, the powers of chiefs and marshals may be circumscribed or controlled by state statute. *See* Ind. Code § 36-1-3-6(a) (“If there is a constitutional or statutory provision requiring a specific manner for exercising a power, a unit wanting to exercise the power must do so in that manner.”); *Tippecanoe Cnty. v. Indiana Mfrs. Ass’n*, 784 N.E.2d 463, 466 (Ind. 2003) (“The most significant limitation is that [local] entities must comply with any statutory provisions requiring that a power be exercised in a specific manner.”).

Whether a police chief or marshal may enter into a 287(g) agreement with federal immigration authorities under 8 U.S.C. § 1357(g) without prior approval from a municipal legislative body thus depends on whether there are any provisions of state law or any lawful local ordinances that require such approval.

There are no laws or ordinances that require prior approval by a town legislative body for the execution of a 287(g) agreement. Accordingly, the Chief of Police of Stinesville, as well as the police chiefs and marshals of all towns in Indiana, may enter into valid 287(g) agreements in the exercise of their operational authority over their departments.

In certain cases, state laws limit or prescribe the manner in which local law enforcement officials may enter into agreements with other entities. These laws include the Interlocal Cooperation Act and state procurement statutes. Neither applies to 287(g) agreements.

Procurement statutes and the review and approval processes they provide for entering into procurement contracts do not apply to 287(g) agreements signed by police chiefs and marshals for at least two reasons. Specifically, procurement laws do not apply because 287(g) agreements do not entail a new “expenditure of public funds by a governmental body,” Ind. Code § 5-22-1-1, and because they are agreements “between governmental bodies,” Ind. Code § 5-22-1-3, of which “one (1) party is a political subdivision,” Ind. Code § 5-22-3-7.

Importantly, by signing a 287(g) agreement, a local law enforcement agency does not commit to any new expenditure of public funds and may terminate such agreements at will. *See City of Los Angeles v. Barr*, 929 F.3d 1163, 1179 n.9 (9th Cir. 2019). These agreements delegate legal authority to local law enforcement officers to engage in certain immigration enforcement activities, but do not dictate whether and how that authority is exercised, aside from providing that, if a local officer does exercise the powers of a federal officer, he must do so subject to the direction and control of federal authorities. *See, e.g.,* U.S. Immigration & Customs Enft & Office of the Ind. Att’y Gen., Memorandum of Agreement: 287(g) Task Force Model (signed Sept. 25, 2026). Law enforcement discretion and “exclusive control” over the enforcement activities of local officers thus remains vested in local officials under 287(g) agreements. Ind. Code § 36-8-3-3(g). As a result, decisions over whether to exercise the delegated authority obtained through a 287(g) agreement and any expenditure of law enforcement resources in the exercise of that authority are not dictated by the terms of a 287(g) agreement but rather are left to the discretion of local law enforcement in the same way other law enforcement-related decision are.

Similarly, the Interlocal Cooperation Act does not apply to 287(g) agreements and therefore compliance with the Act's procedures is not necessary to sign a 287(g) agreement.

As its title indicates, the Interlocal Cooperation Act concerns only *interlocal* agreements, meaning agreements between one or more local government entities. See *Indiana State Highway Comm'n v. Bates & Rogers Const., Inc.*, 448 N.E.2d 321, 324 (Ind. Ct. App. 1983) ("It is well settled that this court may look to titles and headings of statutes in construing the intent of the legislature."). That meaning is also confirmed by how the General Assembly described the statute's purpose when the statute was first enacted. See *Kentucky-Indiana Mun. Power Ass'n v. Pub. Serv. Co. of Indiana*, 181 Ind. App. 639, 640, 393 N.E.2d 776, 778 (1979) ("It is the purpose of this act . . . to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate *with other localities* . . ." (emphasis added) (quoting IC 1971, 18-5-1-1)).

Historical practice also confirms as much. Under the statute, the Attorney General is required to review and approve most kinds of interlocal agreements, see Ind. Code § 36-1-7-4, yet the Office of the Attorney General has no records of ever having reviewed or approved a cooperative agreement entered into by a local government entity and a federal agency. That further demonstrates the statute does not apply to a local government entity's agreement with a federal agency. See *Mistretta v. United States*, 488 U.S. 361, 401 (1989) (explaining that "traditional ways of conducting government ... give meaning" to a legal text (quotation omitted)).

For these reasons, the Interlocal Cooperation Act does not apply to agreements between local entities and federal agencies. Stinesville's 287(g) agreement is therefore valid even though it did not undergo the review and approval processes provided in Indiana Code ch. 36-1-7.

The suggestion made by the Monroe County Board of Commissioners that the Interlocal Cooperation Act applies to 287(g) agreements—in addition to being unmoored from the text, history, and purpose of the statute—would, if accepted, also lead to results that are plainly not consistent with the intent of the General Assembly. See *State v. Int'l Bus. Machines Corp.*, 964 N.E.2d 206, 209 (Ind. 2012) ("In interpreting a statute, our goal is to determine and give effect to the intent of the legislature. In determining legislative intent, we consider the objects and purposes of the statute as well as the effects and repercussions of our interpretation." (citations and quotations omitted)).

For example, all agreements subject to the Interlocal Cooperation Act must provide for the creation of a "separate legal entity" or a "joint board composed of representatives of the entities that are parties to the agreement" to administer the interlocal arrangement. Ind. Code § 36-1-7-3(a)(5). Federal law, by contrast, does not provide for the creation of such distinct legal entities when a 287(g) agreement is executed. See 8 U.S.C. § 1357(g). Consequently, the County Commissioners' faulty interpretation of the statute would, as a practical matter, operate as a prohibition on any local entity in Indiana ever entering into a 287(g) agreement, since the preconditions necessary for an interlocal agreement under state law cannot be satisfied under section 1357(g). That result would be diametrically contrary to other provisions of state law that make clear it is state policy to

encourage and protect all forms of local cooperation with federal immigration officials that are “permitted by federal law,” which include 287(g) arrangements. Ind. Code § 5-2-18.2-4. That “illogical” result in interpreting and applying the Interlocal Agreement Act should “be avoided” and provides yet another reason why the legal views expressed in Resolution 2026-36 are wrong. *Mosley v. State*, 171 N.E.3d 1031, 1034 (Ind. Ct. App. 2021).

Accordingly, neither state procurement statutes nor the Interlocal Cooperation Act creates limits or imposes preconditions on local law enforcement’s ability to enter into 287(g) agreements.

Likewise, there is no valid local ordinance that could limit police chiefs’ and marshals’ ability to enter into 287(g) agreements. Under state law, it is illegal for local government entities to “in any way limit or restrict the enforcement of federal immigration laws, regardless of whether the enforcement related activity is carried out by a federal, state, or local law enforcement agency, to less than the full extent permitted by federal law.” Ind. Code § 5-2-18.2-4. Similarly, state law prohibits local government entities from “enact[ing] or implement[ing] an ordinance, a resolution, a rule, or a policy, whether written or unwritten, that prohibits or in any way restricts another governmental body or employee of a governmental body” from, among other things, communicating or cooperating with federal authorities with respect to “information of the citizenship or immigration status, lawful or unlawful, of an individual.” Ind. Code § 5-2-18.2-3.

Consequently, if a local legislative body were to enact an ordinance that purported to prohibit a police chief’s or marshal’s ability to execute a 287(g) agreement, that ordinance would be in violation of state law and therefore null and void. Entering into a 287(g) agreement is an “enforcement related activity” that is fully “permitted by federal law” and lawful under state law. Ind. Code § 5-2-18.2-4; *see* 8 U.S.C. § 1357(g). Such agreements also frequently entail communications and cooperation between local and federal officials about “information of the citizenship or immigration status, lawful or unlawful, of an individual.” Ind. Code § 5-2-18.2-3. The execution of a 287(g) agreement is thus a protected activity under Indiana Code chapter 5-2-18.2 with which local government legislative bodies may not interfere. Any local entity that violates these laws may face enforcement action by my Office, which could result in civil penalties of up to \$10,000 for each and every violation. *See* Ind. Code § 5-2-18.2-5.

The prohibitions of Indiana Code chapter 5-2-18.2 are also not limited to local ordinances. They apply to any action that “in any way” limits or restricts immigration-related enforcement activity, Ind. Code § 5-2-18.2-4, as well as to all policies a local government may pursue or implement, regardless whether the policy is “written or unwritten,” Ind. Code § 5-2-18.2-3.

As a result, any action a local government entity may take—whether direct or indirect, formal or informal—for the purpose or with the effect of limiting local law enforcement’s ability to sign a 287(g) agreement would violate state law. Thus, for example, if the Monroe County Board of Commissioners were to use the threat of withholding funding to Stinesville in order to discourage Stinesville from continuing its 287(g) agreement, that action would be unlawful.

* * * * *

In sum the Stinesville Chief of Police acted appropriately and consistent with state law when he executed the 287(g) agreement with ICE. The Town Board's approval of the agreement was not necessary to enter into the agreement and is not necessary to continue it.

As I have noted, there are many benefits to local law enforcement in signing a 287(g) agreement, and I strongly encourage all local law enforcement agencies in Indiana to consider participating in the 287(g) program.

Sincerely,

A handwritten signature in black ink, reading "Todd Rokita". The signature is fluid and cursive, with the first name "Todd" and last name "Rokita" clearly legible.

Todd Rokita
Indiana Attorney General

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