

**COOPERATIVE AGREEMENT
REGARDING LAW ENFORCEMENT BETWEEN
THE FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA
AND
ST. LOUIS COUNTY, MINNESOTA**

This Agreement between the Fond du Lac Band of Lake Superior Chippewa ("Band") and St. Louis County, Minnesota ("County"), concerning the coordination of law enforcement services on that part of the Fond du Lac Reservation which lies within the County, shall be governed by the terms and conditions herein.

RECITALS:

WHEREAS, the Fond du Lac Band is a federally recognized Indian tribe which retains the powers of self-government under the Treaty of LaPointe of September 30, 1854, 10 Stat. 1109, Article VI of the Revised Constitution of the Minnesota Chippewa Tribe, the Indian Reorganization Act of 1934, 25 U.S.C. § 476, and federal common law; and

WHEREAS, St. Louis County is a political subdivision of the State of Minnesota which possesses criminal jurisdiction over the Fond du Lac Reservation pursuant to 18 U.S.C. § 1162; and

WHEREAS, the County and the Band have a common interest and responsibility to protect the public safety within that portion of the Fond du Lac Reservation that lies within St. Louis County and desire to enter into a cooperative agreement to enhance law enforcement on the Fond du Lac Reservation; and

WHEREAS, the Fond du Lac Band has created a law enforcement unit for the purpose of improving the public safety of all persons within the Fond du Lac Reservation; and

WHEREAS, the State of Minnesota, pursuant and subject to Minn. Stat. § 626.92, has recognized the authority of the law enforcement officers of the Fond du Lac Band to enforce the laws of the State of Minnesota on the Fond du Lac Reservation, and to process such enforcement through the St. Louis County Sheriff's Department and County Attorney's Office, subject to an agreement between the Band and the County;

NOW THEREFORE, the Fond du Lac Band and St. Louis County hereby enter into this Cooperative Agreement and agree as follows:

1. PURPOSES OF THE COOPERATIVE AGREEMENT

The purposes of this Cooperative Agreement are to:

- a. Recognize and clarify the relationship, authority and responsibilities of the Band and the County relating to the enforcement of the laws of the State of Minnesota on that portion of the Fond du Lac Reservation which lies within St. Louis County.
- b. Establish a process by which the Band and the County will work together cooperatively to enhance public safety efforts on the Fond du Lac Reservation.
- c. Preserve the parties' respective jurisdictions on the Fond du Lac Reservation so that neither the Band nor the County is conceding any claim to jurisdiction by entering this Cooperative Agreement.

2. LAW ENFORCEMENT AUTHORITY OF THE FOND DU LAC BAND UNDER MINNESOTA LAW

The Fond du Lac Band is authorized, pursuant and subject to Minn. Stat. § 626.92, to enforce the laws of the State of Minnesota on the Fond du Lac Reservation, under the following conditions:

- a. The Band agrees to be subject to liability for the torts of its officers, employees, and agents acting within the scope of their employment or duties arising out of the exercise of state authority to the same extent as a municipality under Minn. Stat., ch. 466;
- b. The Band waives its sovereign immunity for purposes of claims arising out of the exercise of state authority to the same extent as a municipality under Minn. Stat., ch. 466;
- c. The Band files with the Minnesota Board of Peace Officer Standards and Training a bond or certificate of insurance for liability coverage for the maximum amounts set forth under Minn. Stat. § 466.04 or establishes that liability coverage exists under the Federal Torts Claims Act, 28 U.S.C. §1346(b) et al., as extended to the Band pursuant to the Indian Self-Determination and Education Assistance Act of 1975, 25 U.S.C. § 450f(c);
- d. The Band files with the Minnesota Board of Peace Officer Standards and Training a certificate of insurance for liability of its law enforcement officers, employees and agents for lawsuits under the United States Constitution or establishes that liability coverage exists under the Federal Torts Claims Act, 28 U.S.C. §1346(b) et al., as

extended to the Band pursuant to the Indian Self-Determination and Education Assistance Act of 1975, 25 U.S.C. § 450f(c); and

- e. The Band agrees to be subject to Minn. Stat. § 13.82 and any other Minnesota statutes applicable to data practices of law enforcement agencies.

3. OBSERVANCE OF COUNTY PROCEDURES

In all matters involving the exercise of state authority under the provisions of this Agreement, Band officers shall operate according to procedures which are consistent with those of the County.

4. RETENTION OF COUNTY CRIMINAL JURISDICTION AND RESPONSIBILITY

Nothing in this Agreement shall be construed to limit or to release the County from criminal jurisdiction or responsibility otherwise possessed by the County under applicable law. The County shall exercise primary investigative responsibility over criminal matters, and shall coordinate such investigations with the Band agency.

5. RESERVATION BOUNDARIES AND TRUST LAND IDENTIFICATION

The boundaries of that part of the Fond du Lac Reservation and trust lands affected by this Agreement are as identified by the map attached hereto as Exhibit A.

6. COMMUNITY POLICING PROGRAM

Band officers shall pursue their respective activities under this Agreement in a manner which is consistent with the community policing program described at Exhibit B.

7. TERM

This Agreement shall continue until terminated by either party pursuant to Section 18.

8. INCARCERATION AND PROSECUTION

- a. Incarceration. In any matter involving the custodial arrest of an individual by a Band law enforcement officer under the provisions of this Agreement which occurs within that part of the Fond du Lac Reservation which lies within St. Louis County, the custody of such individual shall be transferred to the St. Louis County Jail and the Sheriff shall be obligated to receive and incarcerate such individuals pursuant to applicable Minnesota law and in the same manner as he processes all other incarcerations.

- b. Prosecution. In any matter involving the citation of an individual by a Band law enforcement officer under the provisions of this Agreement that occurs within that part of the Fond du Lac Reservation which lies within St. Louis County, the prosecution of such individual shall be by the St. Louis County Attorney pursuant to applicable Minnesota law and in the same manner as he prosecutes other violations of Minnesota law.

9. EXCHANGE OF INFORMATION AND COMMUNICATION

- a. Administrative Information. The Band and County agree to provide, in a timely manner and when requested, information and data necessary to implement this Agreement. Such information may include, but will not be limited to, the following:

1. Information relating to their respective laws;
2. Information relating to the Reservation boundaries;
3. Information relating to certification of officers;
4. Information relating to staffing and operations on the Fond du Lac Reservation;
5. Information relating to equipment inventory capabilities;
6. Information relating to their respective court systems; and
7. Policies and procedures.

All information exchanged under this Agreement shall be maintained in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

- b. Participation in Dispatch System. The County shall enable Band law enforcement officers to participate in the radio dispatch system of the County as necessary to enable Band officers to respond to emergencies and requests for assistance on the Reservation.
- c. Investigative Reports. In exercising authority under this Agreement, Band law enforcement officers shall prepare investigative reports in accordance with the County's procedures, and at the request of the Sheriff shall perform any additional or supplemental investigation, including interviewing of necessary witnesses or the execution of any necessary process including search warrants.
- d. Court Appearances. Band officers shall be available for any hearing in St. Louis County Court upon written notice from the St. Louis County Attorney, provided that reasonable attempts will be made to accommodate an officer's schedule, and that necessary continuances will be requested due to officer illness, vacation, or other

conflicts which may prevent an officer from attending a scheduled proceeding.

10. DESIGNATED CONTACT POSITIONS

The designated position of each party for the purposes of coordinating communications and receiving written notices under this Agreement shall be as follows:

FOR ST. LOUIS COUNTY: Sheriff
100 North 5th Avenue West
Suite 103
Duluth, Minnesota 55802

FOR THE FOND DU LAC BAND: Chief Law Enforcement Officer
1720 Big Lake Road
Cloquet, Minnesota 55720

11. PERSONNEL AND EQUIPMENT

Each party shall be responsible for its own personnel, equipment and supplies and for injuries or death to any such personnel, or to damage to any equipment or supplies, except that, when one party furnishes equipment or supplies for use by the other party's law enforcement personnel, such equipment or supplies shall be returned in its original condition or shall be repaired or replaced, as appropriate and as circumstances permit. It is understood that the officers of the Fond du Lac Band, when performing the functions contemplated by this Agreement, are not employees of the County, and that the Band retains exclusively liability for all salaries, benefits, taxes, workers compensation or other insurance coverage mandated by applicable law, and any civil or criminal liability resulting from errors or omissions in the performance of the functions contemplated by this Agreement.

12. INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other party for claims attributable to the actions of that party's officers, agents or employees arising out of the performance of this Agreement.

13. DISPUTE RESOLUTION

If a dispute arises between the County and the Band, the County and the Band shall make a good faith attempt to resolve the dispute through discussions between the parties. If the

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dispute cannot be resolved through discussions, the parties may seek to resolve the dispute through mediation, or either party may terminate this Agreement pursuant to the termination provisions herein.

14. **REVIEW COMMITTEE**

In order to avoid conflict, to enhance law enforcement on the Fond du Lac Reservation, and to aid in dispute resolution, the parties agree that a committee may be established to review the implementation of this Agreement. The committee shall be comprised of designated representatives of the Band and County. The committee may meet at least quarterly and as needed and at times and places as may be mutually agreed upon. The committee shall provide a written report to each party to this Agreement concerning ongoing review or dispute resolution efforts.

15. **SOVEREIGN IMMUNITY**

Except as expressly provided under this Agreement, nothing in this Agreement is or shall be construed to modify, diminish or waive the immunities or jurisdiction of either party.

16. **PRIOR AGREEMENTS**

This Agreement shall replace any and all prior or contemporaneous agreements between the parties with respect to law enforcement activities on the Fond du Lac Reservation.

17. **SEVERABILITY**

The provisions of this Agreement are severable and, subject to Minnesota Statute § 626.92, should any provision herein be held to be invalid or unenforceable, the remainder of this Agreement shall remain in effect unless terminated as provided under this Agreement.

18. **TERMINATION**

This Agreement may be terminated by either party upon ninety (90) days prior written notice. In the event that this Agreement is terminated, the Band shall cease to act as a state law enforcement agency under Minn. Stat. 626.92.

19. AMENDMENTS

This Agreement shall not be amended except by written instrument executed by the signatories below, or their successors in office, and attached to this Agreement.

20. EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2001.

FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA

BY: Robert B. Peacock DATE: 10 August
Robert B. Peacock, Chairman

BY: Peter J. Defoe DATE: 8-9-01
Peter J. Defoe, Sec./Treas.

COUNTY OF ST. LOUIS

BY: Bill DATE: 10-24-01
Chairman
County Board of Commissioners

BY: [Signature] DATE: _____
Auditory Clerk of the Board

BY: Rick Wahlberg DATE: 10-22-01
Rick Wahlberg, Sheriff

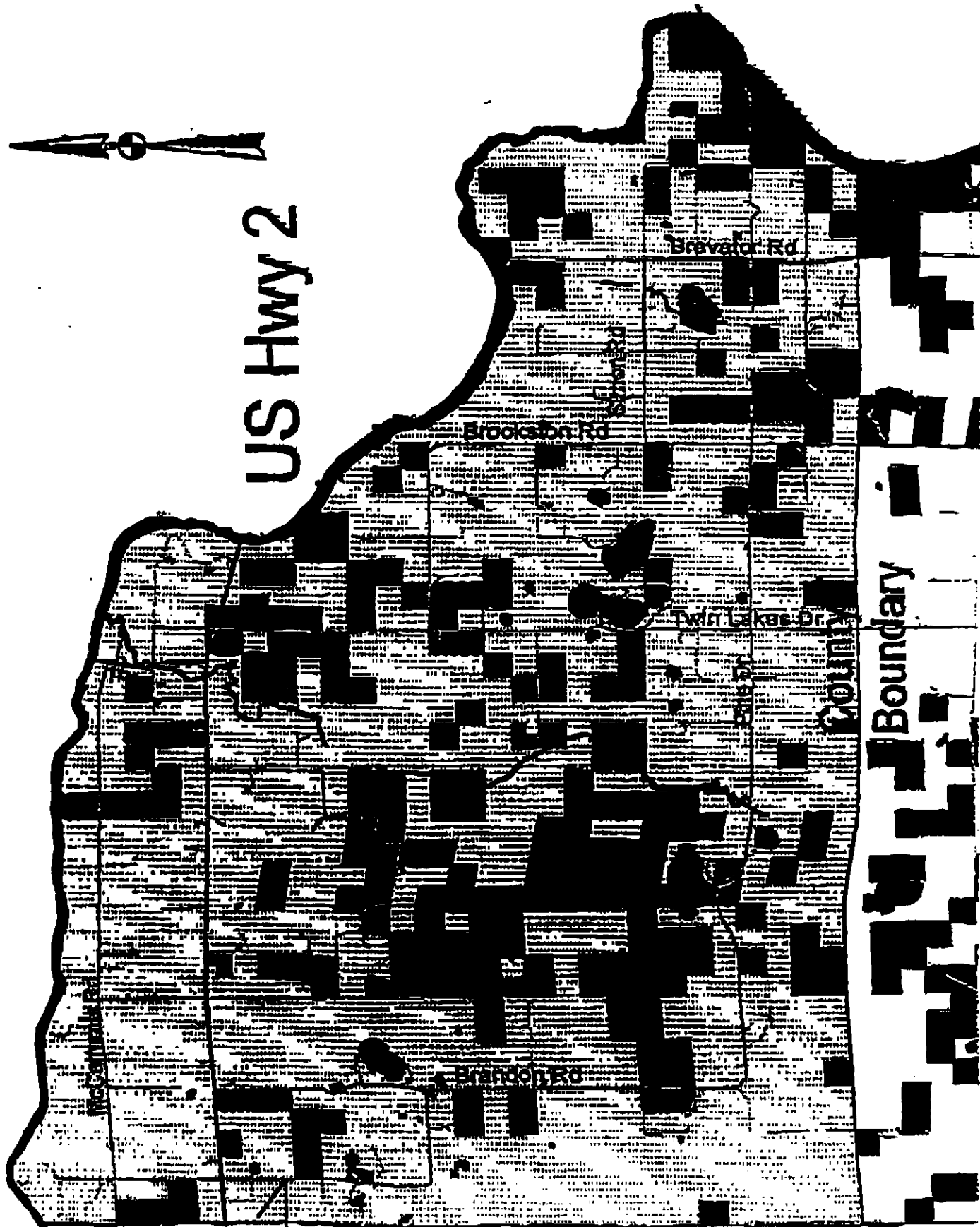
APPROVED AS TO FORM AND EXECUTION:
Alan L. Mitchell, County Attorney

BY: SR Floerke DATE: 10/26/01
Shaun R. Floerke
Assistant County Attorney

2001-376

Trust Lands -- St. Louis County

US Hwy 2



Boundary

St. Louis County

Brevard Rd

Brooks Dr Rd

Brandon Rd

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FondDuLac Community Oriented Policing

Problem

The FondDuLac Reservation Community of St. Louis County has experienced a growing need for law enforcement services. Statistics from 1992, 1993 and 1994 are included for reference. The calls for service in this area are answered by regular uniformed patrol crew deputies who work on a 24 hour rotation out of the Duluth Office. The deputies respond as promptly as possible, but still may be many miles away and engaged in other business when needed. The increase in calls to this area has strained the resources of our Duluth Patrol Group which patrols and responds to all of south St. Louis County. Also, because of the volume of calls taken by the Duluth group, they are not able to establish as close a rapport with residents in a community as an individual officer specifically assigned to that community.

Proposal

We propose to assign a Deputy Sheriff to the FondDuLac area with the primary responsibility for law enforcement within the boundaries of the Reservation of St. Louis County. This deputy would be a fully licensed officer with work duties as outlined in the "illustrative examples and requirements of work" for a Deputy Sheriff which is attached. Additionally this deputy would be expected to develop a special relationship with the FondDuLac community consistent with the philosophy of community oriented policing. This deputy's primary responsibility would be to provide all Sheriff's duties within the FondDuLac area of St. Louis County and assist other deputies as needed for backup in other areas.

Philosophy

For several years law enforcement agencies have been experimenting with alternative approaches to traditional policing methods in order to increase coordination and interaction with the communities they serve. This calls for law enforcement to be proactive, problem solving, and to act as a catalyst for developing and sustaining a coordinated network of services for neighborhoods. Law enforcement professionals believe this type of community oriented policing will provide them with a broader range of options for addressing the root causes of drug abuse and crime, fear of crime, criminal victimization, and improve the quality of life in local communities. By being proactive we believe we can better assist local communities in developing grass roots self-help approaches to drug and crime problems. The program is based on the premise that drug and crime prevention must be addressed by the entire community, not just by the law enforcement agency.

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DEPUTY SHERIFF**KIND OF WORK:** Routine law enforcement and criminal investigation work.**DISTINGUISHING FEATURES OF WORK:** Employees in this class perform routine criminal investigation, law enforcement and process serving tasks. Employees receive general supervision on routine tasks and special instructions on new or difficult cases.**ILLUSTRATIVE EXAMPLES OF WORK:** (*) indicates tasks which have been identified as essential job functions.

- * 1. Investigates crimes and accidents; administers first aid to the injured.
- * 2. Transports prisoners and individuals with mental disorders.
- 3. May patrol dance halls, fairs, picnics and other large gatherings of people.
- * 4. Searches for lost or drowned persons.
- * 5. Patrols highways; enforces traffic laws, arrests offenders, completes required reports, and appears as court witness.
- * 6. Serves warrants, civil processes, and other legal documents.
- * 7. Cooperates with other law enforcement agencies in the pursuit and apprehension of violators of criminal laws.
- * 8. Directs and controls traffic and provides assistance to the general public; promotes safety.
- 9. Performs related work as assigned.

REQUIREMENTS OF WORK:

Considerable knowledge of effective methods of inspection, investigation and law enforcement.

Knowledge of the laws of the State of Minnesota, and of legal procedures.

Knowledge of what constitutes legal evidence.

Ability to ascertain facts by personal contact and observation.

Ability to react quickly and calmly under emergency conditions.

Ability to drive an automobile.

Ability to meet such medical, psychological, and physical strength and agility standards as may be established at the time of examination.

Skill in the use of firearms.

MINIMUM QUALIFICATIONS FOR WORK:

Successful completion of a certified two-year or four-year, post-secondary law enforcement training program as required by the Minnesota Peace Officers Standards and Training Board, and passing of the academic, and skills if necessary, licensing examination required by M.S. 626.843; OR, possession of a valid Minnesota Peace Officers License.

U.S. citizenship.

Must be at least 19 years of age.

Must have or be able to obtain a valid Minnesota driver's license.

Must have not been convicted of a felony.

Must be free from any emotional or mental condition which might adversely affect the performance by the individual of his/her duties as a Deputy Sheriff.

Must be in good physical condition and have sufficient strength and endurance to perform the duties proficiently.

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