

**COOPERATIVE LAW ENFORCEMENT AGREEMENT
BETWEEN THE LEECH LAKE BAND OF
OJIBWE INDIANS AND THE COUNTIES OF
BELTRAMI, CASS, HUBBARD, ITASCA, AND
THE CITY CASS LAKE, MINNESOTA**

ORIGINA

THIS AGREEMENT, made and entered into between the Leech Lake Band of Ojibwe Indians acting through the Leech Lake Reservation Tribal Committee, hereinafter referred to as "Band", and the Counties of Beltrami, Cass, Hubbard and Itasca, hereinafter referred to as "Counties", and the City of Cass Lake, Minnesota, hereinafter referred to as "City", and the State of Minnesota, hereinafter referred to as "State" pursuant to the provisions of Minnesota Statute Section 626.93, Subd. 4 and 471.59.

NOW THEREFORE, the Band, State, Counties, and City hereby enter into this cooperative agreement and agree as follows:

1. PURPOSE OF AGREEMENT

The purposes of this agreement are to:

- a. Coordinate, define and regulate the provision of law enforcement services and to provide for mutual aid and cooperation between the Band, Counties, State and City relating to enforcement of laws of the State of Minnesota, and laws of the Leech Lake Band.
- b. Establish a process by which the Band, Counties, State and City will work together cooperatively to enhance public safety efforts on the Leech Lake Reservation.
- c. Preserve the parties' respective jurisdictions on the Leech Lake Reservation so that neither the Band, State, Counties or City is conceding any claim to jurisdiction by entering into this cooperative agreement.

2. LAW ENFORCEMENT AUTHORITY OF THE LEECH LAKE BAND UNDER MINNESOTA LAW.

The Leech Lake Band is authorized, pursuant and subject to Minnesota Statute Section 626.93 to enforce the criminal laws upon the lands within the State of Minnesota within the Leech Lake Reservation if all of the following conditions are satisfied:

- a. The Band agrees to be subject to liability for its torts and those of its officers, employees, and agents acting within the scope of their employment or duties arising out of a law enforcement agency function conferred by Section 626.84, Subd. 1, paragraph (h), to the same extent as a municipality under Chapter 466 of Minnesota Laws.

6. **RETENTION OF COUNTY CRIMINAL JURISDICTION AND RESPONSIBILITY**

Nothing in this agreement shall be construed to limit or to release the County Sheriff, the City Police Department, or the State from criminal jurisdiction or responsibility otherwise possessed by the Counties, State and City under applicable law. The Sheriff or next in command of the Sheriff's Office shall have the authority to control any designated crime scene, and law enforcement officers of the Band will cooperate with the direction of the Sheriff or officer in charge. The Sheriff shall have exclusive jurisdiction upon lakes and waterways with the exception of any conservation enforcement agreements between the State of Minnesota and the Reservation.

7. **INCARCERATION AND PROSECUTION**

a. **Incarceration.** In any matter involving the arrest of an individual for a non-tribal offense by a Band Law Enforcement Officer under the provisions of this agreement that occurs within the boundaries of the Leech Lake Reservation that lies in one of the agreement counties, the custody of such individual shall be transported to the County Detention Center and the Sheriff shall be obligated to receive and incarcerate such individual pursuant to applicable Minnesota law and in the same manner as other incarcerations.

b. **Prosecutions.** In any matter involving the citation of an individual by a Band Law Enforcement Officer under the provisions of this agreement that occurs within the Leech Lake Reservation that lies within the agreement counties, or city the prosecution of such individual shall be by the County Attorney or city attorney of that respective county pursuant to applicable Minnesota Law.

c. **Applicability.** Paragraphs 7.a. and 7.b. shall apply to the incarceration or prosecution of Band members for alleged violations of State Law.

8. **EXCHANGE OF INFORMATION AND COMMUNICATIONS**

a. **Administrative Information** The Band, Counties, State and City agree to provide, in a timely manner and when requested, information and data necessary to implement this agreement. Such information may include, but not limited to, the following:

- (1) Information relating to their respective laws;
- (2) Information relating to staffing; and
- (3) information relating to equipment inventory capabilities.

Each party will respond to information request in accordance with Minnesota Government Data Practices Act, Minnesota Statute Chapter 13.

b. **Participation in Dispatch System.** The Counties and City shall enable Band Law Enforcement Officers to participate in the radio dispatch system of the Counties as necessary to enable Band Officers to respond to emergencies and request for assistance on the Leech Lake Reservation. Each time a Band Law

Enforcement Officer investigates or responds to a call for service of an alleged violation of State criminal law, the Band officer shall as soon as possible contact the County dispatch in the county where the incident or investigation is located so that a CFS (call for service) or ICR (initial complaint report) may be generated.

c. Investigative Reports. In exercising authority under this agreement, Band Law Enforcement Officers shall prepare investigative reports in accordance with the County's or City procedures, and at the request of the Sheriff, County or City Attorney, shall perform any additional or supplemental investigation, including interviewing of necessary witnesses or the execution of any necessary processing including search warrants.

d. Court Appearances. Band officers shall be available for any trial or hearing in any of the Counties District Courts, and County Officers, State Officers and City Officers shall be available for any trial or hearing in the Leech Lake Tribal Court upon written notice from the respective County Attorney, City Attorney or Band prosecutor, 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. It shall not be necessary to subpoena a Band officer, County Officer, State Officer or City Officer for their respective appearances, and such officer shall not be entitled to any court compensation from the Counties, City, State or Band for making said court appearances in criminal cases, other than from their respective employment agency.

e. Civil Registry. Any Tribal citation (for a civil regulatory offense not covered by Public law 280) issued to Tribal members within the Reservation Boundaries under the authority granted herein shall be directed to the Leech Lake Tribal Court for processing and/or prosecution. Any citation to non-Band members shall be forwarded to State District court for processing. The parties shall cooperate to develop a system for determining whether an individual violating the State, City or Leech Lake Band traffic regulations is a member of the Leech Lake Band of Ojibwe. If an enforcement action is taken against a person presumed to be a Band member, and it is determined during the enforcement process that the person is not a Band member, enforcement of the law will proceed under Minnesota law applicable to non-Band members, in the Minnesota court system. If an enforcement action is taken against a person presumed to be a non-Band member, and it is determined during the enforcement process that the person is a Band member, enforcement of the law will proceed under Band law in the Leech Lake Tribal Court if the offense is not covered by Public Law 280.

9. PERSONNEL AND EQUIPMENT

Each party shall be solely responsible for its own personnel, equipment and supplies, except that, when one party furnishes equipment or supplies for the use of 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. Any peace officer acting under this

agreement shall, at all times, be considered to be an employee of his or her employing agency. Any peace officer acting under this agreement shall continue to be covered by his or her employing agency for purposes of wages, benefits, workers compensation, unemployment compensation, disability, other employee benefits and civil liability purposes.

10. **POLICIES AND PROCEDURES**

In order to avoid conflict and to enhance the law enforcement efforts of the Counties, City, State and Band, the parties shall develop policies and procedures that govern day-to-day implementation of this agreement. These policies and procedures shall be developed through the mutual agreement of the respective County, State, City and Band representatives. These policies and procedures may be amended from time to time by mutual agreement of the Sheriff, City and Director of Public Safety. The Counties, City, State and Band agree to abide by such policies and procedures as if fully set forth in this agreement.

11. **CRIME REPORTING OBLIGATIONS**

The parties agree that any required state or federal crime reporting obligation shall be coordinated with the respective County Sheriff. The Band law enforcement agency shall provide the Sheriff's Departments with information, reports, and forms sufficient so that the respective County Sheriff can discharge the duties of state and federal crime reporting. All efforts will be made to statistically distinguish state and federal crime reporting based upon cases investigated by the Band law enforcement agency and the respective County Sheriff's Department.

12. **LIABILITY FOR TORTS AND WAIVER OF SOVEREIGN IMMUNITY**

The Band hereby 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 a law enforcement function conferred by Minnesota Statute Section 626.84, Subd. 1, (h) to the same extent as a municipality under Chapter 466 of Minnesota laws. The Band further agrees, notwithstanding the provisions of Minnesota Statute Section 16C.05, Subd. 7, to waive its sovereign immunity with respect to claims arising from this liability.

13. **INSURANCE**

The Band will provide to the State, Counties and City a copy of the certificates of insurance it is required to file with the Minnesota Board of Peace Officers Standard (POST) pursuant to paragraph 2 of this agreement. For purposes of this agreement, the Band shall be required to obtain and maintain insurance policies providing coverage for commercial general liability, police professional liability, and automobile liability with minimum liability limits at the maximum amounts set forth in Minnesota Statute Section 466.04. Failure to maintain the insurance coverage required by this agreement shall cause immediate termination of the agreement. The Band shall promptly provide the Counties, State and City with evidence that insurance coverage required under this agreement is in full force and effect prior to the commencement of any of the

activities contemplated by this agreement. At least ten (10) days prior to the termination of any such coverage, the Band shall provide the Counties, State and City with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a certificate of insurance or in such other form as the Counties, State and City may reasonably request and shall contain sufficient information to allow the Counties, State and City to determine whether there is compliance with the provisions of this agreement. All policies of insurance required by this agreement shall have a provision that requires the insurer to notify the Counties, State and City in writing at the same time as its insured in the event of cancellation, nonrenewable, or material changes of any policy. Upon cancellation, nonrenewable, or material changes in any such policy of insurance required by this agreement. The Band shall provide written notice of such fact to the Counties, State and City immediately but in no event, not less than five (5) days from receipt of such notice from its insurer.

14. DATA PRIVACY

The Band hereby agrees to be subject to and abide by Minnesota Statute 13.82 and any other laws of the state relating to data practices of law enforcement agencies.

15. MEMBER ENROLLMENT INFORMATION

Upon request of a County Sheriff, the State Patrol or the City Police Department, the Band agrees to provide information as to whether an identified individual is or is not an enrolled member of the Leech Lake Band. Such request by a Sheriff or Police Department shall be made only for the purpose of determining whether the State of Minnesota has subject matter jurisdiction for the purpose of prosecution.

16. 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:

- a. Beltrami County: The Beltrami County Sheriff's Office, Law Enforcement Center, 613 Minnesota Avenue NW, Bemidji, MN 56601.
- b. Cass County: The Cass County Sheriff's Office, PO Box 1119, Walker, MN, 56484.
- c. Hubbard County: The Hubbard County Sheriff's Office, 305 Court Street, Park Rapids, MN 56470.
- d. Itasca County: The Itasca County Sheriff's Office, 440 1st Avenue NE, Grand Rapids, MN 55477.
- e. Leech Lake Band: Department of Public Safety, Division of Enforcement Services, 6530 Highway #2 NW, Cass Lake, MN 56633.
- f. Cass Lake Police Department: Municipal Building, PO Box Cass Lake, MN, 56633.
- g. State of Minnesota: Attorney General's Office, 525 Park Street, Suite 500, St. Paul, MN 55103

17. INDEMNIFICATION

The Band, the Counties and the City agrees to defend, indemnify and hold harmless the Band, the Counties, the City and the State for claims or damages, including reasonable attorney fees, attributable to the acts or omissions of that party's officers, agents or employees arising out of the performance of this agreement. The State is responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws. The Counties' and the City's liability is governed by the Minnesota Municipal Tort Claims Act, Minn. Stat. ch.466.

18. EFFECT OF AGREEMENT

This agreement is limited to law enforcement authority only, and nothing in this agreement shall affect any other jurisdictional relationship between the parties. Nothing in this agreement shall entitle the Band to any fine or penalty revenue allocation under Minnesota Statute Section 487.33.

19. PRIOR AGREEMENTS

This agreement shall replace any and all prior or contemporaneous agreements between the parties with respect to law enforcement activities on the Leech Lake Reservation.

20. SEVERABILITY

The provisions of this agreement are severable and, subject to Minnesota Statute Section 626.93, should any provision herein be held to be invalid or unenforceable, the remainder of this agreement shall remain in effect.

21. TERMINATION

This agreement may be terminated by any party, with or without cause, effective immediately upon written notice to the other parties. In the event that any party terminates this agreement, the Band shall cease to act as a state law enforcement agency under Minnesota Statute Section 626.84 and 626.93, in the jurisdictions of the terminating party. In the event that this agreement is terminated by one party, the ownership of any equipment which is jointly procured by the parties for the purpose of this agreement shall be distributed between the parties as their interests appear.

22. AMENDMENTS

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

23. EFFECTIVE DATE

This agreement shall be effective on _____ 2000, and shall remain in effect unless terminated as provided in this agreement.

24. REVIEW COMMITTEE

In order to avoid conflict, to enhance law enforcement on the Leech Lake Reservation, to aid in dispute resolution, and to evaluate the ongoing effectiveness of this agreement, the parties agree that a committee shall be comprised of designated representatives from the Band, County, State and City. The committee shall meet at least quarterly and as needed and at all times in places as may be mutually agreed upon. In any event, the committee shall meet eleven (11) months after the effective date of this agreement. The committee shall then provide a written report to each party of this agreement concerning the ongoing implementation of this agreement. The committee shall also make recommendations as to any proposed amendments of this agreement or its termination.

LEECH LAKE BAND OF OJIBWE INDIANS

Dated: _____ 2000

by: Eli O. Hunt
Eli Hunt, Chairman

Dated: _____ 2000

by: Linda Johnston
Linda Johnston, Secretary-Treasurer

Dated: 10-05 2000

by: Bob L. ...
Director of Public Safety

Approved as to form and execution

Dated: 10/5/ 2000

by: Joseph Plummer
Attorney for the Leech Lake Band

BELTRAMI COUNTY

Dated: October 2000

by: Steve K. ...
Chairman of the Board of Commissioners

Dated: October 2000

by: Debra ...
County Administrator

Dated: 10- 2000

by: _____
Keith Winger, Sheriff

Approved as to form and execution

Dated: 10-5 2000


by: 
Tim Faver, County Attorney

CASS COUNTY

Dated: _____ 2000

by: 
Chairman of the Board of Commissioners

Dated: _____ 2000

by: 
Bob Yochum, Administrator

Dated: 10-5 2000

by: 
Randy Fisher, Sheriff

Approved as to form and execution

Dated: 10-5 2000

by: 
Earl Maus, County Attorney

HUBBARD COUNTY

Dated: 10/5 2000

by: 
Chairman of the Board of Commissioners

Dated: _____ 2000

by: _____
Jack Paul, Administrator

Dated: 10-5-00 2000

by: 
Gary Mills, Sheriff

Approved as to form and execution

Dated: 10-5-00 2000

by: 
Greg Larson, County Attorney

ITASCA COUNTY

Dated: _____ 2000

by: 
Chairman of the Board of Commissioners

Dated: 10-5 2000

by: 
Bob Olson, Administrator

Dated: 10-5 2000

by: Pat Madure
Pat Madure, Sheriff

Approved as to form and execution

Dated: 10-5 2000

by: Jack Mubar
Jack Mubar, County Attorney

CITY OF CASS LAKE

Dated: 10-5 2000

by: Arden Brazgale
Mayor

Dated: _____ 2000

by: Diana Mueck
Diana Mueck
City of Cass Lake Administrator
Cass Lake, MN 56633

Dated: _____ 2000

by: David [unclear]
Chief of Police
PO box 877
Cass Lake, MN 56633

Approved as to form and execution

Dated: 10-5 2000

by: Rebecca S. Anderson
Rebecca S. Anderson
City of Cass Lake Attorney
514 America Ave NW
PO Box 380
Bemidji, MN 56619-0380

STATE OF MINNESOTA

Dated: 10/27 2000

by: Aime Beery
Aime Beery, Chief of MN State Patrol

Approved as to form and execution

Dated: 10/5 2000

by: [Signature]
Attorney General