



# WHITE EARTH RESERVATION

**CHAIRMAN** Michael A. Fairbanks **SECRETARY-TREASURER** Leonard Alan Roy  
**DISTRICT I** Raymond Auginaush, Sr. **DISTRICT II** Kathy Goodwin **DISTRICT III** Eugene "Umsy" Tibbetts

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July 16, 2020

To Our Respected Tribal Members:

As an exercise of tribal sovereignty, the White Earth Nation entered into cooperative law enforcement agreements with Becker County, Mahnomen County, and Clearwater County to coordinate the provision of law enforcement services within the Reservation as well as the portion of the Reservation that lies within the respective county. The agreements provide for establishing a process by which the White Earth Nation and the County will work together cooperatively to enhance public safety efforts on the White Earth Reservation. The White Earth Nation feels that these documents may be outdated and may be missing key components which hinder the provision of effective law enforcement services within the Reservation.

At the Special Meeting on July 16, 2020, the White Earth Reservation Business Committee passed a motion to modify, access and assess the Cooperative Law Enforcement Agreements between the White Earth Band and the Counties of Mahnomen, Becker, and Clearwater. During the assessment, the White Earth RBC will look at the agreements and find ways to improve those agreements. Specifically, the review will include looking at ways to implement body cameras, mandate cultural training, the option that Tribal members would have the ability to request a Tribal law enforcement officer, and establishing a citizens commission to review law enforcement activities.

This issue is too important for any action to be delayed. We continue to demand accountability for all law enforcement agencies. We believe there is no better time than now to examine policing policies and how those policies affect our Band members. We cannot sit by while hearing complaints that Band members feel that they are being treated differently because of their tribal membership. We have expressed our requests to Minnesota Department of Public Safety Commissioner Harrington and Tribal Liaison Nigel Perrote about the need for cultural training for all law enforcement personnel in the State of Minnesota. Other Minnesota Tribal leaders shared in the request for positive reform. The MN Department of Public Safety seemed receptive to the Tribes' wishes so we are hopeful that significant and positive change will happen throughout the State, but most importantly here at home. We look forward to discussing the possible modification of the agreements with the respective Counties and receiving community input on ways that law enforcement services can be improved.

Michael A. Fairbanks  
Chairman

Leonard Alan Roy  
Secretary/Treasurer

COOPERATIVE LAW ENFORCEMENT AGREEMENT  
BETWEEN THE WHITE EARTH RESERVATION OF  
CHIPPEWA INDIANS AND  
BECKER COUNTY, MINNESOTA

THIS AGREEMENT, made and entered into between the White Earth Reservation of Chippewa Indians acting through the White Earth Reservation Business Committee, hereinafter referred to as "Reservation," and the County of Becker, hereinafter referred to as "County," pursuant to the provisions of Minnesota Statute Sections 626.93, Subd. 4 and 471.59.

NOW, THEREFORE, the Reservation and County hereby enter into this cooperative agreement and agree as follows:

1. PURPOSES 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 Reservation and the County relating to enforcement of the laws of the State of Minnesota, and laws of the White Earth Reservation, on that portion of the White Earth Reservation that lies within Becker County.
- b. Establish a process by which the Reservation and the County will work together cooperatively to enhance public safety efforts on the White Earth Reservation.
- c. Preserve the parties' respective jurisdictions on the White Earth Reservation so that neither the Reservation nor the County is conceding any claim to jurisdiction by entering into this cooperative agreement.

2. LAW ENFORCEMENT AUTHORITY OF THE WHITE EARTH RESERVATION UNDER MINNESOTA LAW

The White Earth Reservation is authorized, pursuant and subject to Minnesota Statute Section 626.93 to enforce the criminal laws of the State of Minnesota within that portion of the White Earth Reservation that lies within Becker County if all of the following conditions are satisfied:

- a. The Reservation 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.
- b. The Reservation waives its sovereign immunity with respect to claims arising out of this liability to the same extent as a municipality under Chapter 466 of Minnesota laws.

c. The Reservation files with the Minnesota Board of Peace Officer Standards and Training a bond or certificate of insurance for liability coverage with the maximum single occurrence amounts set forth in Section 466.04 and an annual cap for all occurrences within a year of three times the single occurrence amount.

d. The Reservation 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.

e. The Reservation agrees to be subject to Minnesota Statute Section 13.82 and any other laws of the State of Minnesota relating to data practices of law enforcement agencies.

f. The execution of this agreement by all parties.

### 3. IDENTIFICATION OF OFFICERS

The Reservation shall provide to County, and the County to the Reservation, a current list of all of its duly licensed peace officers and shall at all times keep County advised of the names of officers exercising authority pursuant to this agreement. The Reservation shall provide to County, and the County to the Reservation, the Minnesota POST Board peace officers license number of all officers exercising authority under this agreement. It is understood and agreed between the parties that no officer who is not duly licensed as a peace officer by the Minnesota POST Board shall exercise authority under this agreement.

### 4. RESERVATION BOUNDARIES

This agreement shall encompass that part of the White Earth Reservation located within the County of Becker, which is identified by the map attached hereto as Exhibit A.

### 5. RETENTION OF COUNTY CRIMINAL JURISDICTION AND RESPONSIBILITY

Nothing in this agreement shall be construed to limit or to release the County or Sheriff from criminal jurisdiction or responsibility otherwise possessed by the County under applicable law. The Sheriff or officer in control of the Sheriff's Department shall have the authority to control any designated crime scene, and law enforcement officers of the Reservation will cooperate with the direction of the Sheriff or officer in charge.

### 6. ENFORCEMENT, INCARCERATION AND PROSECUTION

a. Law Enforcement. If County officers stop a Reservation member for a civil regulatory offense or are involved in a stop for a criminal offense, which also includes civil regulatory offenses, County officers shall take appropriate action, which may include writing a report and/or issuing a citation to Tribal Court. The chief law enforcement officer of the Reservation shall provide citation books and copies of the White Earth Code to the County to enforce civil regulatory laws under the Code.

b. Incarceration. In any matter involving the arrest of an individual by a Reservation law enforcement officer under the provisions of this agreement that occurs within that part of the White Earth Reservation that lies within County, the custody of such individual shall be transferred to the County Sheriff and the Sheriff shall be obligated to receive and incarcerate such individual pursuant to applicable Minnesota law and in the same manner of other incarcerations.

c. Prosecution. In any matter involving the citation of an individual by a Reservation law enforcement officer under the provisions of this agreement that occurs within that part of the White Earth Reservation that lies within County, the prosecution of such individual shall be by the Becker County Attorney pursuant to applicable Minnesota law.

Paragraphs 6.b. and 6.c. shall not be construed to apply to the incarceration or prosecution of Reservation members for alleged violations of the laws of the Reservation:

## 7. EXCHANGE OF INFORMATION AND COMMUNICATION

a. Administrative Information. The Reservation 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 not be limited to, the following:

- (1) Information relating to their respective laws;
- (2) Information relating to staffing;
- (3) Information relating to equipment inventory capabilities, and
- (4) An exchange of office and department law enforcement procedural manuals with an ongoing exchange of amended or new policy directives or procedures.

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

b. Participation in Dispatch System. County shall enable Reservation law enforcement officers to participate in the radio dispatch system of the County as necessary to enable Reservation officers to respond to emergencies and requests for assistance on the White Earth Reservation.

c. ICR Generation. Each time a Reservation law enforcement officer investigates or responds to a call for service of an alleged violation of State criminal law, the Reservation officer shall, as soon as possible, contact the County dispatcher so that a CFS (call for service) or ICR (initial complaint report) may be generated. Reservation officers shall use the CFS/ICR number in addition to any White Earth ICR number on their investigative reports and when issuing citations for criminal offenses.



d. Reservation Membership. To identify and verify the enrollment status of an offender in a timely and efficient manner, to aid in investigations and the determination of jurisdiction, Reservation officers and County officers shall contact White Earth Dispatch to determine enrollment in the Reservation. White Earth Dispatch shall provide enrollment status information to the officers.

e. Reservation Driving and Vehicle Records. To identify and verify driver's license and vehicle registration information in a timely and efficient manner, to aid in investigation and the determination of jurisdiction, White Earth dispatch shall provide White Earth Reservation driver's license and vehicle registration information to officers investigating an offense.

f. Investigative Reports. In exercising authority under this agreement, Reservation law enforcement officers shall prepare investigative reports in accordance with the County's procedures, and at the request of the Sheriff or County Attorney, shall perform any additional or supplemental investigation, including interviewing of necessary witnesses or the execution of any necessary process including search warrants.

g. Court Appearances. Reservation officers shall be available for any trial or hearing in Becker County District Court and County Officers shall be available for any trial or hearing in White Earth Tribal Court upon written notice from the Becker County Attorney or Reservation 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 Reservation officer or a County Officer for their respective appearances, and such officers shall not be entitled to any compensation from County or Reservation for making said court appearances.

h. Civil Regulatory. If any Tribal member is issued a citation in State Court by a County officer and it turns out the Court does not have jurisdiction over the offense because it is a "civil regulatory offense," the citation shall be conveyed to the Chief Law Enforcement Officer of the Reservation, who will then process the charge in White Earth Tribal Court. If any individual is cited in White Earth Tribal Court for an offense over which the White Earth Tribal Court is found to not have jurisdiction, such offense report shall be transferred to the Sheriff of Becker County, who shall process the charge against the individual.

## 8. 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.

9. POLICIES AND PROCEDURES

In order to avoid conflict and to enhance the law enforcement efforts of the County and Reservation, 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 Becker County Sheriff and the Director of Public Safety of the Reservation. These policies and procedures may be amended from time to time by mutual agreement of the Sheriff and Director of Public Safety. The County and Reservation agree to abide by such policies and procedures as if fully set forth in this agreement.

10. CRIME REPORTING OBLIGATION

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

11. LIABILITY FOR TORTS AND WAIVER OF SOVEREIGN IMMUNITY

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

12. INSURANCE

The Reservation will provide to County a copy of the certificates of insurance it is required to file with the Minnesota Board of Peace Officer Standards and Training pursuant to paragraph 2 of this agreement. For purposes of this agreement, the Reservation shall be required to obtain and maintain insurance policies providing coverages 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 and an annual cap for all occurrences within a year of three times the single occurrence amount. Failure to maintain the insurance coverage required by this agreement shall cause immediate termination of the agreement. Reservation shall promptly provide County 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, Reservation shall provide County 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 County may reasonably request and shall contain sufficient information to allow County 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 County in writing at the same time as its insured in the event of cancellation, non-renewal, or material change of any policy. Upon cancellation, non-renewal, or material change in any such policy of insurance required by this agreement, Reservation shall provide written notice of such fact to County immediately but, in no event, not less than five days from receipt of such notice from its insurer.

13. DATA PRIVACY

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

14. 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 Becker County: Becker County Sheriff, Law Enforcement Center, Becker County Courthouse, Detroit Lakes, MN 56501

For White Earth Reservation: Director of Public Safety, P.O. Box 418, White Earth, MN 56591

15. INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other party 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.

16. 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 Reservation to any fine or penalty revenue allocation under Minnesota Statute Section 487.33.

17. PRIOR AGREEMENTS

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

parties specifically agree that this agreement shall supersede and replace that agreement executed between the parties on May 22, 2000, entitled "Cooperative Law Enforcement Agreement Between the White Earth Band of Chippewa Indians and Becker County, Minnesota."

18. 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.

19. TERMINATION

This agreement may be terminated by either party, with or without cause, upon 30 days' written notice to the other party. The written notice shall contain notice of the nature of any default claimed by the terminating party. If the default is remedied prior to the expiration of 30 days, the terminating party may elect to withdraw its notice of termination, which withdrawal must be in writing provided to the other party. If the notice of termination is not withdrawn, this contract shall terminate upon the expiration of the 30 days.

In the event that this agreement is terminated by either party, the Reservation shall cease to act as a law enforcement agency under Minnesota Statute Sections 626.84 and 626.93 in Becker County. 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 purposes of this agreement, shall be distributed between the parties as their interests appear.

Nothing in this paragraph 19 shall supersede the terms of paragraph 12 of this agreement that provides for immediate termination for failure to maintain the insurance coverage required by this agreement.

20. 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.

21. EFFECTIVE DATE

This agreement shall be effective on November 1, 2004, and shall remain in effect unless terminated as provided in this agreement.

22. LAW ENFORCEMENT COMMITTEE

In order to enhance communication, law enforcement services on the Reservation, and problem solving, the parties agree to establish a Law Enforcement Committee.

- a. Composition. The committee shall be composed of the sheriffs from the respective counties and the Reservation's Chief of Police.
- b. Meetings. The committee shall meet at least quarterly at times and places agreed upon.
- c. Purpose. The committee is the working group implementing this agreement. Among other things, the committee may develop and/or revise procedures to improve the delivery of the law enforcement services under this agreement.

WHITE EARTH RESERVATION  
OF CHIPPEWA INDIANS

Dated: 10/29/04

By Erma Vizener  
Erma Vizener  
Chairperson

Dated: 10/29/04

By Franklin B. Heisler  
Franklin "Bud" Heisler  
Secretary/Treasurer

Dated: 11/19/04

Approved as to form and execution:  
By Charles LaDue  
Charles LaDue  
Attorney for White Earth Reservation

BECKER COUNTY

Dated: 10/29/04

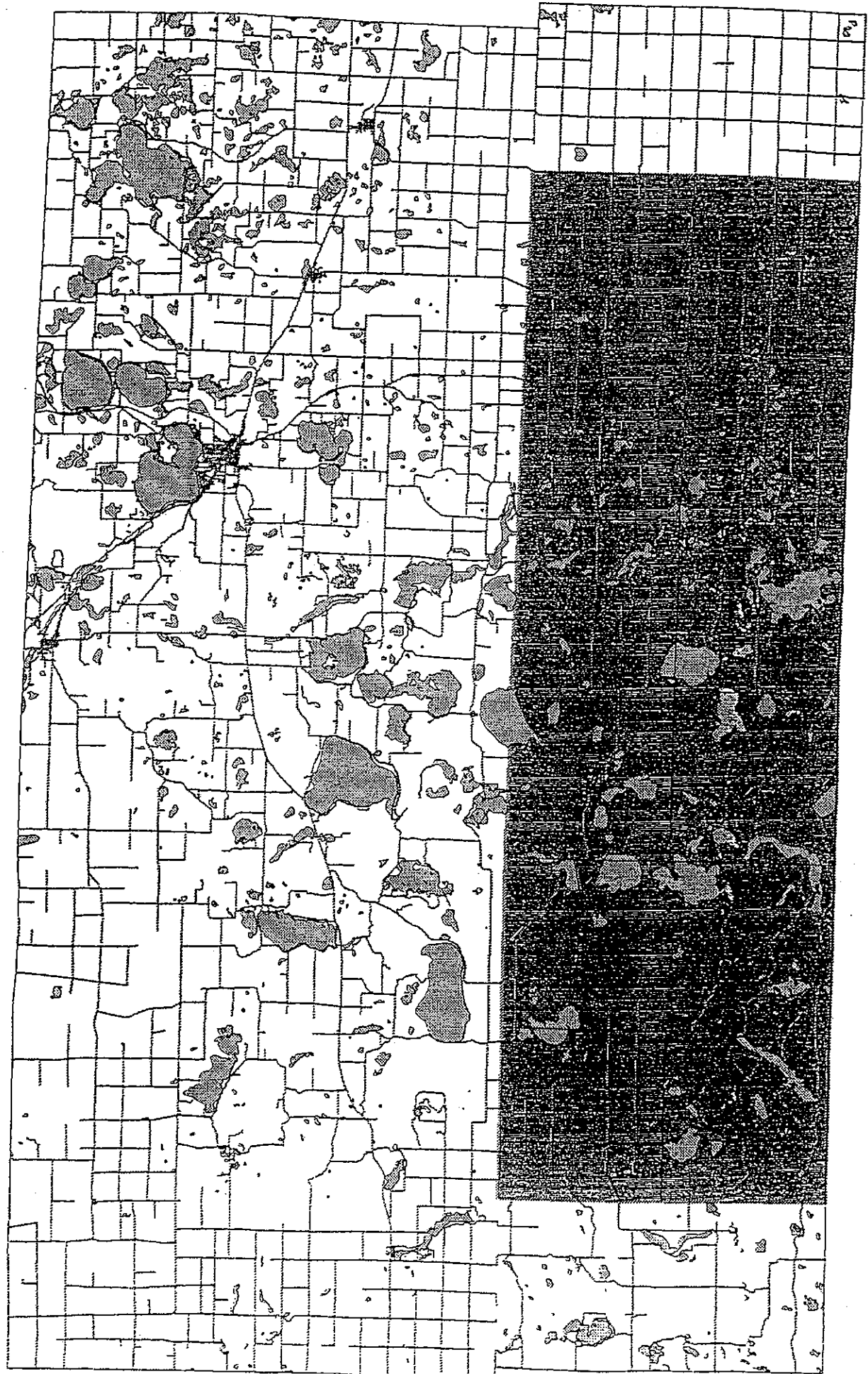
By Roger Winter  
Roger Winter  
Chairperson

Dated: 10/29/04

By Brian C. Berg  
Brian Berg  
Administrator

Dated: 10/29/04

Approved as to form and execution:  
By Joseph A. Evans  
Joseph A. Evans  
Becker County Attorney



Becker County

# Becker County

Spring Creek	White Earth	Maple Grove	Eagle View	Round (North)	Forest
Riceville	Callaway	Sugar (West)	Bush (East)	Lake (South)	Pine Point

**COOPERATIVE LAW ENFORCEMENT AGREEMENT  
BETWEEN THE WHITE EARTH RESERVATION OF  
CHIPPEWA INDIANS AND  
CLEARWATER COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into between the White Earth Reservation of Chippewa Indians acting through the White Earth Reservation Business Committee, hereinafter referred to as "Reservation," and the county of Clearwater, hereinafter referred to as "County," pursuant to the provisions of Minnesota Statute Sections 626.93, Subd. 4 and 471.59.

NOW, THEREFORE, the Reservation and County hereby enter into this cooperative agreement and agree as follows:

1. **PURPOSES 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 Reservation and the County relating to enforcement of the laws of the State of Minnesota, and laws of the White Earth Reservation, on that portion of the White Earth Reservation that lies within Clearwater County.
- b. Establish a process by which the Reservation and the County will work together cooperatively to enhance public safety efforts on the White Earth Reservation.
- c. Preserve the parties' respective jurisdiction on the White Earth Reservation so that neither the Reservation nor the County is conceding any claim to jurisdiction by entering into this cooperative agreement.



2. LAW ENFORCEMENT AUTHORITY OF THE WHITE EARTH RESERVATION UNDER MINNESOTA LAW

The White Earth Reservation is authorized, pursuant and subject to Minnesota Statute Section 626.93 to enforce the criminal laws of the State of Minnesota within that portion of the White Earth Reservation that lies within Clearwater County if all of the following conditions are satisfied:

- a. The Reservation 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 Minnesota Statute section 626.84, Subd. 1, paragraph (h), to the same extent as a municipality under Minnesota Statute Chapter 466.
- b. The Reservation waives its sovereign immunity with respect to claims arising out of this liability to the same extent as a municipality under Minnesota Statute Chapter 466 of Minnesota laws.
- c. The Reservation 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 in Minnesota Statute Section 466.04.
- d. The Reservation 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.
- e. The Reservation agrees to be subject to Minnesota Statute Section 13.82 and any other laws of the State of Minnesota relating to data practices of law enforcement agencies.
- f. The execution of this agreement by all parties.

3. IDENTIFICATION OF OFFICERS

The Reservation shall provide to County, and the County to the Reservation, a current list of all of its duly licensed peace officers and shall at all times keep County advised of the names of officers exercising authority pursuant to this agreement. The Reservation shall provide to County, and the County to the Reservation, the Minnesota POST Board peace officers license number of all officers exercising authority under this agreement. It is understood and agreed between the parties that no officer who is not duly licensed as a peace officer by the Minnesota POST Board shall exercise authority under this agreement.

4. RESERVATION BOUNDARIES

This agreement shall encompass that part of the White Earth Reservation located within the County of Clearwater.

5. RETENTION OF COUNTY CRIMINAL JURISDICTION AND RESPONSIBILITY

Nothing in this agreement shall be construed to limit or to release the County or Sheriff from criminal jurisdiction or responsibility otherwise possessed by the County under applicable law. The Sheriff or officer in control of the Sheriff's Office shall have the authority to control any designated crime scene, and law enforcement officers of the Reservation will cooperate with the direction of the Sheriff or officer in charge.

6. ENFORCEMENT, INCARCERATION AND PROSECUTION

- a. Law Enforcement. If County officers stop a Reservation member for a civil regulatory offense or are involved in a stop for a criminal offense which also includes civil regulatory offenses, county officers shall take appropriate action which may include writing a report and/or issuing a citation to Tribal Court. The Chief of Police of the Reservation shall provide citation books and copies of the White Earth Code to the county to enforce civil regulatory laws under the Code.
- b. Incarceration. In any matter involving the arrest of an individual by a Reservation law enforcement officer under the provisions of this agreement that occurs within that part of the White Earth Reservation that lies within County, the custody of such individual shall be transferred to the County

Sheriff and the Sheriff shall be obligated to receive and incarcerate such individual pursuant to applicable Minnesota law and in the same manner of other incarcerations.

- c. Prosecution. In any matter involving the citation of an individual by a Reservation law enforcement officer under the provisions of this agreement that occurs within that part of the White Earth Reservation that lies within County, the prosecution of such individual shall be by the Clearwater County Attorney pursuant to applicable law.

Paragraphs 6.b. and 6.c. shall not be construed to apply to the incarceration or prosecution of Reservation members for alleged violations of the laws of the Reservation.

## 7. EXCHANGE OF INFORMATION AND COMMUNICATION

- a. Administrative Information. The Reservation 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 not be limited to, the following:
  - (1) information relating to their respective laws;
  - (2) information relating to staffing;
  - (3) information relating to equipment inventory capabilities; and
  - (4) an exchange of office and department law enforcement procedural manuals with an ongoing exchange of amended or new policy directives or procedures.

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

- b. Participation in Dispatch System. County shall enable Reservation law enforcement officers to participate in the radio dispatch system of the County as necessary to enable Reservation officers to respond to emergencies and requests for assistance on the White Earth Reservation.

- c. ICR Generation. Each time a Reservation law enforcement officer investigates or responds to a call for service of an alleged violation of State criminal law, the Reservation officer shall, as soon as possible, contact the county dispatcher so that a CFS (call for service) or ICR (initial complaint report) may be generated. Reservation officers shall use the *CFS/ICR* number in addition to any White Earth ICR number on their investigative reports and when issuing citations for criminal offenses.
- d. Reservation Membership. To identify and verify the enrollment status of an offender in a timely and efficient manner to aid in investigations and the determination of jurisdiction, Reservation officers and county officers shall contact White Earth Dispatch to determine enrollment in the Reservation. White Earth Dispatch shall provide enrollment status information to the officers.
- e. Reservation Driving and Vehicle Records. To identify and verify drivers license and vehicle registration information in a timely and efficient manner to aid in investigation and the determination of jurisdiction, White Earth dispatch shall provide vehicle registration information to officers investigating an offense.
- f. Investigative Reports. In exercising authority under this agreement, Reservation law enforcement officers shall prepare investigative reports in accordance with the county's procedures, and at the request of the Sheriff or County Attorney, shall perform any additional or supplemental investigation, including interviewing of necessary witnesses or the execution of any necessary process including search warrants.
- g. Court Appearances. Reservation officers shall be available for any trial or hearing in Clearwater County District Court and County Officers shall be available for any trial or hearing in White Earth Tribal Court upon written notice from the Clearwater County Attorney or Reservation 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 Reservation officer or a County Officer for their respective appearances, and such officers shall not be entitled to any compensation from County or Reservation for making said court appearances.

- h. Gang Activity. The Reservation shall ensure that at least one tribal police officer is present at any location on the Reservation where an individual suspected of gang activity has been arrested, or at any location on the Reservation where an investigation of gang activity is taking place.

The parties agree that "gang activity" is defined as: a pattern of on-going criminal conduct carried out by an organization, association, or group of three or more persons, who individually or collectively, engage in criminal activity for the benefit of the group and who are known by a common name or common identifying sign or symbol.

- i. Civil Regulatory. If any Tribal member is issued a citation in State Court by a County officer and it turns out the Court does not have jurisdiction over the offense because it is a "civil regulatory offense," the citation shall be conveyed to the Chief Law Enforcement Officer of the Reservation, who will then process the charge in White Earth Tribal Court. If any individual is cited in White Earth Tribal Court for an offense over which the White Earth Tribal Court is found to not have jurisdiction, such offense report shall be transferred to the Sheriff of Clearwater County, who shall process the charge against the individual.

## 8. 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.

## 9. POLICIES AND PROCEDURES

In order to avoid conflict and to enhance the law enforcement efforts of the County and Reservation, 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 Clearwater County Sheriff and the Chief of Police of the Reservation. These policies and procedures may be amended

from time to time by mutual agreement of the Sheriff and Director of Public Safety. The County and Reservation agree to abide by such policies and procedures as if fully set forth in this agreement.

10. CRIME REPORTING OBLIGATION

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

11. LIABILITY FOR TORTS AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

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

12. INSURANCE

The Reservation will provide to County a copy of the certificates of insurance it is required to file with the Minnesota Board of Peace Officer Standards and Training pursuant to paragraph 2 of this agreement. For purposes of this agreement, the Reservation shall be required to obtain and maintain insurance policies providing coverages 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. Reservation shall promptly provide County 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, Reservation shall provide County with evidence that such coverage will be renewed or replaced upon termination with insurance that copies with these provisions. Such evidence of insurance shall be in

the form of a certificate of insurance or in such other form as County may reasonably request and shall contain sufficient information to allow County 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 County in writing at the same time as its insured in the event of cancellation, non-renewal, or material change of any policy. Upon cancellation, non-renewal, or material change in any such policy of insurance required by this agreement, Reservation shall provide written notice of such fact to County immediately but, in no event, not less than five days from receipt of such notice from its insurer.

13. DATA PRIVACY

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

14. 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 Clearwater County: Clearwater County Sheriff, Mike Erickson, 213 Main Avenue North, Dept. 102, Bagley, MN 56621.

For White Earth Reservation: Chief of Police, P.O. Box 418, White Earth, MN 56591

15. INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other party 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.

16. 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 Reservation to any fine or penalty revenue allocation under Minnesota Statute Section 484.90.

17. PRIOR AGREEMENTS

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

18. 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.

19. TERMINATION

This agreement may be terminated by either Party, with or without cause, upon ~~30~~ <sup>60</sup> days' written notice to the other party. The written notice shall contain notice of the nature of any default claimed by the terminating party. If the default is remedied prior to the expiration of ~~30~~ <sup>60</sup> days, the terminating party may elect to withdraw its notice of termination, which withdrawal must be in writing provided to the other party. If the notice of termination is not withdrawn, this contract shall terminate upon the expiration of ~~30~~ <sup>60</sup> days. In the event that this agreement is terminated by either party, the Reservation shall cease to act as a state law enforcement agency under Minnesota Statute Section 626.84 and 626.93, in Clearwater County. 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 purposes of this agreement shall be distributed between the parties as their interests appear. Nothing in this paragraph shall supersede the terms of paragraph 12 of this agreement which provides for immediate termination for failure to maintain the insurance coverage required by this agreement.

20. 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.



21. EFFECTIVE DATE

This agreement shall be effective on May 23, 2007 and shall remain in effect unless terminated as provided in this agreement.

The parties agree that this agreement shall be reviewed by the parties no later than two years from the effective date set out above.

22. LAW ENFORCEMENT COMMITTEE

In order to enhance communication, law enforcement services on the Reservation, and problem solving, the parties agree to establish a Law Enforcement Committee.

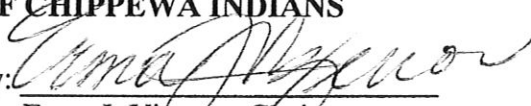
1. Composition. The committee shall be composed of the Clearwater County Sheriff and the Reservation's Chief of Police.
2. Meetings. The Committee shall meet at least quarterly at times and places agreed upon, the first meeting being held within thirty (30) days of the adoption of this agreement.
3. Purpose. The Committee is the working group implementing this agreement. Among other things, the Committee may develop and/or revise procedures to improve the delivery of the law enforcement services under this agreement.

23. MINNESOTA DEPARTMENT OF PUBLIC SAFETY

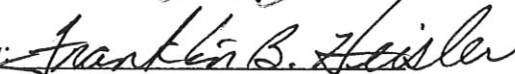
Once this agreement has been consummated, a copy of the agreement shall be sent to the Minnesota Attorney General's Office and the Minnesota Bureau of Criminal Apprehension (BCA). The Minnesota BCA, in turn, may grant Reservation access to the Criminal Justice Information System (CJIS) and Driver and Vehicle Registration Records as a sanctioned law enforcement agency.

**WHITE EARTH RESERVATION OF CHIPPEWA INDIANS**

Dated: May 23, 2007

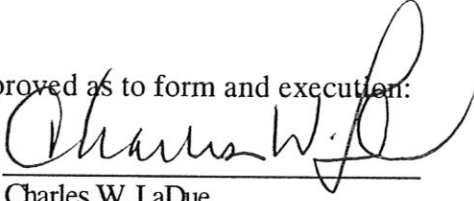
By:   
Erma J. Vizenor, Chairwoman

Dated: 05-23-07

By:   
Franklin B. Heisler  
Secretary-Treasurer

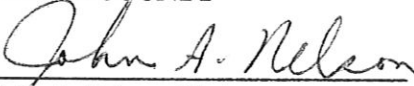
Dated: 5/23/07

Approved as to form and execution:

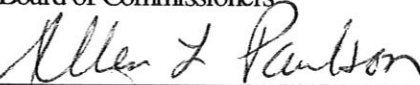
By:   
Charles W. LaDue  
Attorney for White Earth Reservation

**CLEARWATER COUNTY**


Dated: 5/23/07


By:   
John A. Nelson, Chairman  
Board of Commissioners

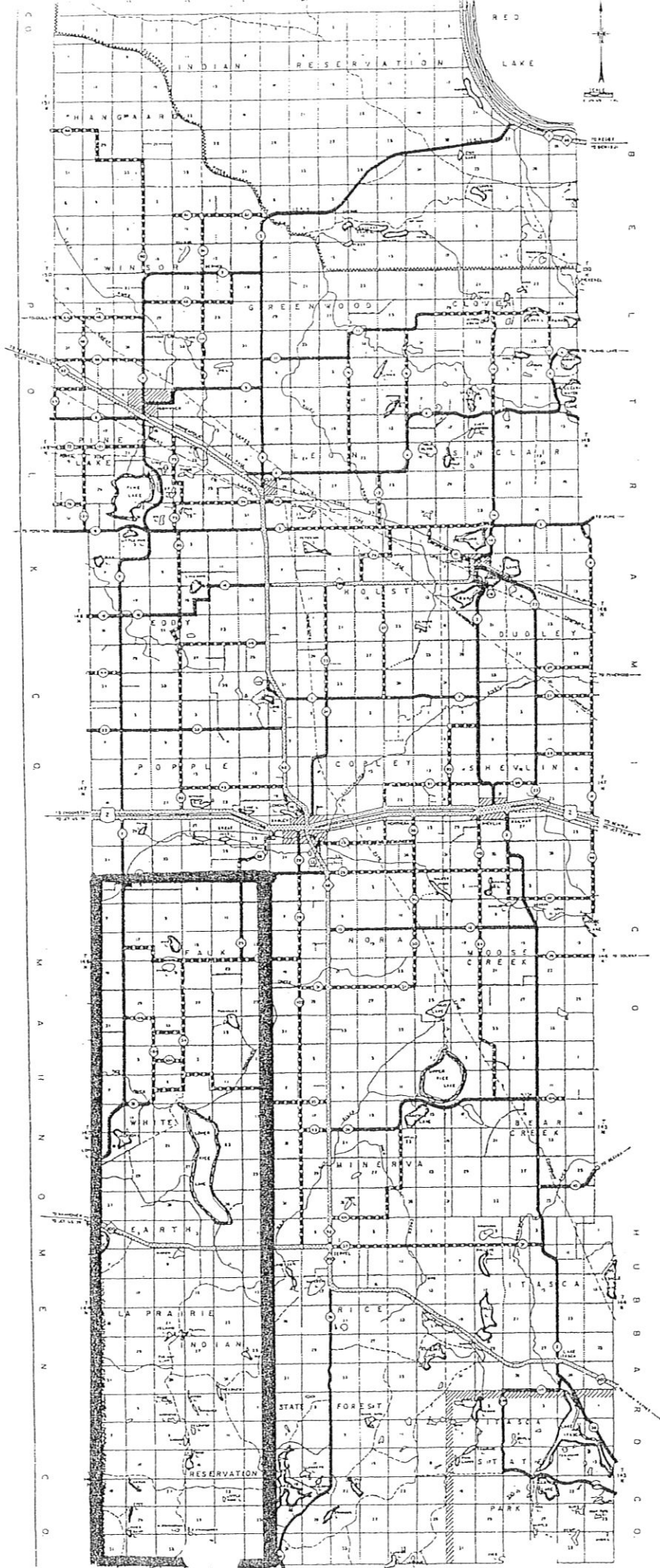
Dated: 5/23/07

By:   
Allen L. Paulson, Auditor

Dated: 5/23/07

By:   
Jeanine R. Brand, County Attorney

Witnessed by,  
  
U.S. Department of Justice  
Community Relations Service  
May 23, 2007



# COOPERATIVE LAW ENFORCEMENT AGREEMENT BETWEEN THE WHITE EARTH RESERVATION OF CHIPPEWA INDIANS AND MAHNOMEN COUNTY, MINNESOTA

THIS AGREEMENT, made and entered into between the White Earth Reservation of Chippewa Indians action through the White Earth Reservation Business Committee, hereinafter referred to as "Reservation," and the County of Mahnomen, hereinafter referred to as "County," pursuant to the provisions of Minnesota Statute Section 626.93 Subd. 4 and 471.59, and with mediation assistance provided by the U.S. Department of Justice Community Relations Service.

NOW, THEREFORE, the Reservation and the County hereby enter into this cooperative agreement and agree as follows:

## 1. PURPOSES 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 Reservation and the County relating to the enforcement of the laws of the State of Minnesota, and the laws of the White Earth Reservation, on that portion of the White Earth Reservation that lies within Mahnomen County.
- b. Establish a process by which the Reservation and the County will work together cooperatively to enhance public safety efforts on the White Earth Reservation.
- c. Preserve the parties' respective jurisdiction on the White Earth Reservation so that neither the Reservation nor the County is conceding or making any claim to jurisdiction by entering into this Cooperative Agreement.

## 2. LAW ENFORCEMENT AUTHORITY OF THE WHITE EARTH RESERVATION UNDER MINNESOTA LAW

The White Earth Reservation is authorized, pursuant and subject to the Minnesota Statute Section 626.93 to enforce the criminal laws of the State of Minnesota within that portion of the White Earth Reservation that lies within Mahnomen County if all of the following conditions are satisfied:

- a. The Reservation 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.

- b. The Reservation waives its sovereign immunity with respect to claims arising out of this liability to the same extent as a municipality under Chapter 466 of Minnesota laws.
- c. The Reservation 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 in Minnesota Statute Section 466.04.
- d. The Reservation 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.
- e. The Reservation agrees to be subject to Minnesota Statute Section 13.82 and any other laws of the State of Minnesota relating to data practices of law enforcement agencies.
- f. The execution of the Agreement by all parties.

### **3. IDENTIFICATION OF OFFICERS**

The Reservation shall provide to County, and the County to the Reservation, a current list of all of its duly licensed peace officers and shall at all times keep County advised of the names of officers exercising authority pursuant to this Agreement. The Reservation shall provide to County, and the County to the Reservation, the Minnesota POST Board peace officers license number of all officers exercising authority under this Agreement. It is understood and agreed between the parties that no officer who is not duly licensed as a peace officer by the Minnesota POST Board shall exercise authority under this Agreement.

### **4. RESERVATION BOUNDARIES**

This Agreement shall encompass that part of the White Earth Reservation located within the County of Mahnomen that is identified by the map attached hereto as **EXHIBIT A**.

### **5. RETENTION OF COUNTY CRIMINAL JURISDICTION AND RESPONSIBILITY**

Nothing in this Agreement shall be construed to limit or to release the County or Sheriff from criminal jurisdiction or responsibility otherwise possessed by the County under applicable law. The Sheriff or officer in control of the Sheriff's Office shall have the authority to control any designated crime scene, and law enforcement officers of the Reservation will cooperate with the direction of the Sheriff or officer in charge.

Reservation officers agree their primary responsibility is for the area of Nay-Tah-Waush and surrounding tribally owned land. This, however, does not limit the jurisdiction of either party in or to that area.

Both the County and the Reservation agree to maintain, except in the case of an emergency, at least one (1) deputy on-duty in the vicinity of Nay-Tah-Waush.

All parties mutually agree that the Minnesota State Highway Patrol shall have primary responsibility for patrolling state highways within Mahnomen County.

## 6. ENFORCEMENT, INCARCERATION, AND PROSECUTION

- a. **Law Enforcement.** If County officers stop a Reservation member for a civil regulatory offense or are involved in a stop for a criminal offense, which also includes civil regulatory offenses, county officers shall take appropriate action, which may include writing a report and/or issuing a citation to Tribal Court. The chief law enforcement officer of the Reservation shall provide citation books and copies of the White Earth Code to the County to enforce civil regulatory laws under the Code. If Tribal officers stop non-members, whether for civil or criminal, Tribal officers shall write a report and/or issue a citation to District Court.
- b. **Incarceration.** In any matter involving the arrest of an individual by a Reservation law enforcement officer under the provisions of this Agreement that occurs within the part of the White Earth Reservation that lies within the County, the custody of such individual shall be transferred to the County Sheriff and the Sheriff shall be obligated to receive and incarcerate such individual pursuant to applicable Minnesota law and in the same manner of other incarcerations.
- c. **Prosecution.** In any matter involving the citation of an individual by a Reservation law enforcement officer under the provisions of this Agreement that occurs within that part of the White Earth Reservation that lies within County, the prosecution of such individual shall be by the Mahnomen County Attorney pursuant to applicable law.

Paragraphs 6.b. and 6.c. shall not be construed to apply to the incarceration or prosecution of Reservation members for alleged violations of the laws of the Reservation.

## 7. EXCHANGE OF INFORMATION AND COMMUNICATION



- a. **Administrative Information.** The Reservation 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 is not limited to the following:
- (1) Information relating to their respective laws;
  - (2) Information relating to staffing;
  - (3) Information relating to equipment inventory capabilities, and
  - (4) An exchange of office and department law enforcement procedural manuals with an ongoing exchange of amended or new policy directives or procedures.

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

- b. **Participation in Dispatch System.** County shall enable Reservation law enforcement officers to participate in the radio dispatch system of the County as necessary to enable Reservation officers to respond to emergencies and requests for assistance on the White Earth Reservation.
- c. **ICR Generation.** Each time a Reservation law enforcement officer investigates or responds to a call for service of an alleged violation of State criminal law, the Reservation officer shall, as soon as possible, contact the County dispatcher so that a CFS (call for service) or ICR (initial complaint report) may be generated. Reservation officers shall use the CFS/ICR number in addition to any White Earth ICR number on their investigative reports and when issuing citations for criminal offenses.
- d. **Reservation Membership.** To identify and verify the enrollment status of an offender in a timely and efficient manner to aid in investigations and the determination of jurisdiction, Reservation officers and County officers shall contact White Earth Dispatch to determine enrollment in the Reservation. White Earth Dispatch shall provide enrollment status information to the officers.
- e. **Reservation Driving and Vehicle Records.** To identify and verify drivers' license and vehicle registration information in a timely and efficient manner to aid in investigation and the determination of jurisdiction, White Earth dispatch shall provide White Earth Reservation driver's license and vehicle registration information to officers investigating an offense.
- f. **Investigative Reports.** In exercising authority under this Agreement, Reservation law enforcement officers shall prepare investigative reports in accordance with the County's procedures,

and at the request of the Sheriff or County Attorney, shall perform any additional or supplemental investigation, including interviewing of necessary witnesses or the execution of any necessary process including search warrants.

g. **Court Appearances.** Reservation officers shall be available for any trial or hearing in Mahnomen County District Court and County officers shall be available for any trial or hearing in White Earth Tribal Court upon written notice from the Mahnomen County Attorney or Reservation Prosecutor, provided that reasonable attempts will be made to accommodate an officer's schedule and that necessary continuances will be requested due to officer's illness, vacation, or other conflicts which may prevent an officer from attending a scheduled proceeding. It shall not be necessary to subpoena a Reservation officer or a County officer for their respective appearances, and such officers shall not be entitled to any compensation from County or Reservation for making said court appearances.

h. **Gang Activity.** The Reservation shall ensure that, at least, one tribal police officer is present at any location where an individual suspected of gang activity has been arrested, or at any location where an investigation of gang activity is taking place.

i. **Civil Regulatory.** If any Tribal member is issued a citation in State Court by a County officers and it turns out the Court does not have jurisdiction over the offense because it is a "civil regulatory offense," the citation shall be conveyed to the Chief Law Enforcement Officer of the Reservation, who will then process the charge in White Earth Tribal Court. ~~If any individual is cited in White Earth Tribal Court for an offense over which the White Earth Tribal Court is found to not have jurisdiction, such offense report shall be transferred to the Sheriff of Mahnomen County, who shall process the charge against the individual.~~

## 8. 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.

## 9. POLICIES AND PROCEDURES



In order to avoid conflict and to enhance the law enforcement efforts of the County and Reservation, 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 Mahnommen County Sheriff and the Director of Public Safety of the Reservation. These policies and procedures may be amended from time to time by mutual agreement of the Sheriff and Director of Public Safety. The County and Reservation agree to abide by such policies and procedures as if fully set forth in this Agreement.

#### **10. CRIME REPORTING OBLIGATION**

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

#### **11. LIABILITY FOR TORTS AND WAIVER OF SOVEREIGN IMMUNITY**

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

#### **12. INSURANCE**

The Reservation will provide to County a copy of the certificates of insurance it is required to file with the Minnesota Board of Peace Officer Standards and Training pursuant to paragraph 2 of this Agreement. For purposes of this Agreement, the Reservation 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. Reservation shall promptly provide County 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, Reservation shall provide County with evidence that such coverage will be renewed or replaced upon termination with insurance that coincides with these provisions. Such evidence of insurance shall be in the form of a certificate of insurance or in such other form as County may reasonably request and shall contain sufficient information to allow County 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 County in writing at the same time as its insured in the event of cancellation, non-renewal, or material change of any policy. Upon cancellation, non-renewal, or material change in any such policy of insurance required by this Agreement, Reservation shall provide written notice of such fact to County immediately but, in no event, not less than five (5) days from receipt of such notice from its insurer.

### **13. DATA PRIVACY**

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

### **14. DESIGNATED CONTACT POSITIONS**

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

**FOR MAHNOMEN COUNTY: MAHNOMEN COUNTY SHERIFF, LAW ENFORCEMENT CENTER, 311 NW MAIN ST., MAHNOMEN, MN 56557.**

**FOR WHITE EARTH RESERVATION: DIRECTOR OF PUBLIC SAFETY, P.O. BOX 418, WHITE EARTH, MN 56591.**

### **15. INDEMNIFICATION**

Each party agrees to defend, indemnify, and hold harmless the other party 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.

### **16. 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 Reservation to any fine or penalty revenue allocation under Minnesota Statute Section 487.33.

### **17. PRIOR AGREEMENTS**

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

#### 18. SEVERITY

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.

#### 19. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon 30 days' written notice to the other party. The written notice shall contain notice of the nature of any default claimed by the terminating party. If the default is remedied prior to the expiration of 30 days, the terminating party may elect to withdraw its notice of termination, which withdrawal must be in writing provided to the other party. If the notice of termination is not withdrawn, this contract shall terminate upon the expiration of the 30 days.

In the event that either party terminates this Agreement, the Reservation shall cease to act as a state law enforcement agency under Minnesota Statute Section 626.84 and 626.93, in Mahnomon County. In the event that one party terminates this Agreement, the ownership of any equipment, which is jointly procured by the parties for the purposes of this Agreement, shall be distributed between the parties as their interests appear.

Nothing in this paragraph shall supersede the terms of paragraph 12 of this Agreement that provides for immediate termination for failure to maintain the insurance coverage required by this Agreement.

#### 20. 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.

#### 21. EFFECTIVE DATE

This Agreement shall be effective on MONTH DAY, YEAR and shall remain in effect unless terminated as provided in this Agreement.

#### 22. LAW ENFORCEMENT COMMITTEE

In order to enhance communication, law enforcement services on the Reservation, and problem solving, the parties agree to establish a Law Enforcement Committee.

- a. Composition. The Committee shall be composed of the Sheriffs from the respective Counties and the Reservation's Chief of Police.
- b. Meetings. The Committee shall meet at least quarterly at times and places agreed upon. The first of such meetings shall commence meeting within thirty (30) days after signing the Agreement.
- c. Purpose. The Committee is the working group implementing this Agreement. Among other things, the Committee may develop and/or revise procedures to improve the delivery of the law enforcement services under this Agreement.

### 23. MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Once this Agreement has been consummated, a copy of the Agreement shall be sent to the Minnesota Attorney General's Office and the Minnesota Bureau of Criminal Apprehension (BCA). The Minnesota BCA, in turn, may grant Reservation access to the Criminal Justice Information System (CJIS) and Driver and Vehicle Registration Records as a sanctioned law enforcement agency.

# MAHNOMEN COUNTY

On October 21, 2003 at the Mahnomen County Board Meeting the Cooperative Law Enforcement Agreement was brought before the Mahnomen County Board and a roll-call vote was taken on this subject. When called upon all those in favor say aye, those not in favor say nay.

	<u>Ayes</u>	<u>Nays</u>
Ahmann, Karen	x	
Dahl, Jerry		x
Eid, Wally	x	
Pazdernik, Charles		x
Peterick, John	x	

Motion carried.

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WHITE EARTH TRIBAL COUNCIL  
A/K/A WHITE EARTH BUSINESS COMMITTEE  
WHITE EARTH BAND OF CHIPPEWA INDIANS

RESOLUTION NO. 001-04-007

WHEREAS, the White Earth Band of Chippewa Indians d/b/a the White Earth Reservation Business Committee a/k/a/ White Earth Reservation Tribal Council pursuant to Article 1 Subsection 3, Article 6 Section 1(c) of the Revised Constitution and Bylaws of the Minnesota Chippewa Tribe as organized under Section 16 of the Act of June 18, 1934, (48 Stat. 984), as amended; and

WHEREAS, the White Earth Band of Chippewa Indians has developed a Reservation-wide law enforcement program; and


WHEREAS, Minnesota Statutes §626.93 subd. 4 and Minnesota Statutes §471.59 authorize the White Earth Band of Chippewa Indians to enter into an Agreement with various Counties for the provision of law enforcement services and reciprocal licensing of Officers; and


WHEREAS, the White Earth Band of Chippewa Indians and Mahnomen County have negotiated an Agreement for the coordination and regulation of law enforcement services between the White Earth Band of Chippewa Indians and Mahnomen County; and

WHEREAS, the Tribal Council has had an opportunity to review the Cooperative Law Enforcement Agreement between the White Earth Band of Chippewa Indians and Mahnomen County, Minnesota;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Chairman and Secretary-Treasurer are authorized to sign the Cooperative Law Enforcement Agreement between the White Earth Band of Chippewa Indians and Mahnomen County, Minnesota, as provided in the final revised agreement dated December 11, 2003.

We do hereby certify that the foregoing ordinance was duly presented and acted upon by a vote of 2 FOR, 1 AGAINST,      SILENT, and   /   ABSENT at a meeting of the White Earth Reservation Business Committee, a quorum being present, held on the 3<sup>rd</sup> day of December, 2003, at Mahnomen, Minnesota.

  
\_\_\_\_\_  
Doyle Turner, Chairman

  
\_\_\_\_\_  
Franklin "Bud" Heisler, Secretary-Treasurer

WHITE EARTH RESERVATION OF CHIPPEWA INDIANS

Dated: 12-11-03

By: Doyle June  
Chairman

Dated: 12-11-03

By: Franklin B. Heisler  
Secretary-Treasurer

Dated: 12/11/03

Approved as to form and execution:  
By: Charles W. [Signature]  
Attorney for White Earth Reservation

MAHNOMEN COUNTY

Dated: 12-11-2003

By: Nellie M. Eid  
Vice Chairman Board of Commissioners

Dated: 12-11-03

By: Frank Thompson  
Auditor

Dated: \_\_\_\_\_

Approved as to form and execution:  
By: Julie R. Buege  
Mahnomen County Attorney

WITNESSED BY

Dated: 12/11/03

By: *Sam B. Hefner*  
U.S. Department of Justice  
United States Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Minnesota Assistant Attorney General

Dated: December 11, 2003

By: *Kevin B. Berger*  
U.S. Department of Justice  
Community Relations Service

Dated: 12-11-03

By: *Arene Auginaush*  
White Earth District 1 Representative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
White Earth District 2 Representative

Dated: 12-11-03

By: *Kenneth "Doc" Berrino*  
White Earth District 3 Representative

Dated: 12-11-03

By: *Ken B. Badboy*  
White Earth Director of Public Safety

Dated: 12/11/03

By: *W.D. Bault*  
White Earth Chief of Police

Dated: 12-11-2003

By: *Maceau m. E.D.*  
Mahnomon County District 1 Representative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mahnomon County District 2 Representative



Dated: 12-11-03

By: John C. Peterick  
Mahnomen County District 3 Representative

Dated: 12-11-03

By: Karen Ahman  
Mahnomen County District 4 Representative

Dated: 12-11-03

By: Brad Ahman  
Mahnomen County Sheriff