

**AGREEMENT RELATING TO THE USE OF LAW ENFORCEMENT
FACILITIES AND PERSONNEL IN COOPERATION BETWEEN
MILLE LACS BAND LAW ENFORCEMENT AGENCY AND THE
COUNTY OF MILLE LACS**

This Agreement, made and entered into between the Mille Lacs Band of Chippewa Indians Law Enforcement Agency through the governing body of the Mille Lacs Band of Chippewa Indians and the County of Mille Lacs and its Chairman of the Board and the Mille Lacs County Sheriff pursuant to the provisions of Minnesota Statutes §471.59.

WHEREAS, by virtue of the enactment by the Minnesota Legislature of law, 1991, Chapter 189, and Mille Lacs Band of Chippewa Indians, a federally recognized band of Indians, was granted powers of a law enforcement agency as defined under Minnesota Statutes § 626.84, Subd. 1(b), and

WHEREAS, the geographical authority of the Mille Lacs Band Law Enforcement Agency is specifically governed by Minnesota Statutes §628.90 and Subdivision 2 (c) (1) of that statute is specifically limited to the lands listed in Appendix A attached hereto and incorporated by this reference; and

WHEREAS, the creation of a Mille Lacs Band Law Enforcement Agency necessitates that the parties have a definite understanding described above by the Mille Lacs Band Law Enforcement Agency and the Mille Lacs County Sheriff in a cooperative fashion which will promote effective law enforcement, enhance the public safety interests of all citizens and facilitates the administration of justice; and

WHEREAS, the parties hereto desire to establish policies and procedures relative to the joint exercise of criminal jurisdiction within the territory described above; and

WHEREAS, the parties hereto agree that the terms of this Agreement should be precise and concise with a minimum of complication, yet protect public safety interests of all citizens and the constitutional and civil rights of all concerned, the parties hereby agree as follows:

MUTUAL ASSISTANCE

When the officer in charge of the Mille Lacs Band Law Enforcement Agency or the sheriff or officer in charge of the County of Mille Lacs determines that assistance is necessary for purposes of law enforcement within the territory described above, and within either judgment assistance is desired from the other participating law enforcement agency and upon receipt of such request, the chief of the Mille Lacs Band Law Enforcement Agency or sheriff or officer in charge of each law enforcement agency is authorized to furnish the requesting law enforcement agency with

such assistance in the form of personnel and equipment that he/she may determine available to the satisfaction of such request.

DUTIES OF LAW ENFORCEMENT AGENCIES

When responding party supplies law enforcement officers to a requesting party, such officers shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by Workman's Compensation of the responding party; shall be covered by Tort liability policies of the responding party in conformance with the provisions provided for in this agreement; and shall otherwise be deemed to be performing the regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the police assistance which it provides with the following specific exceptions:

1. The Sheriff of Mille Lacs County or officer in control of the Mille Lacs County Sheriff's Department will have the ultimate discretion to control any designated crime scene and officers of the Mille Lacs Band Law Enforcement Agency will agree pursuant to this agreement to cooperate and undertake the commands of the Mille Lacs County Sheriff or the officer in charge;
2. That for purposes of investigation of any automobile accident resulting in death or injury, the parties agree that if available and if appropriate, investigation of such accidents or deaths shall be undertaken by the Minnesota Highway Patrol.

PERSONNEL AND EQUIPMENT

A responding 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 such equipment or supplies, except that, when the assistance provided consists of the furnishing of equipment and supplies by the responding party to the requested party for use by the requesting parties' law enforcement personnel, the requesting party shall be responsible to return such equipment or supplies to the responding party in their original condition or repair or replace the same, as appropriate, as soon as circumstances permit.

PREPARATION OF INVESTIGATION REPORTS AND COURT APPEARANCES

Each law enforcement agency agrees that in connection with the investigation of any crime or traffic offense by the law enforcement agency or its officers that each individual officer responding and providing law enforcement shall be responsible to

prepare and forward a report to the Office of the Mille Lacs County Attorney for review and possible prosecution. Each law enforcement agency additionally agrees that it will provide upon request of the Mille Lacs County Attorney's Office or other prosecuting authority any additional or supplemental investigation including interviewing of all necessary witnesses or the execution of any necessary process including search warrants and file the same according to law and with the Mille Lacs County Attorney's Office or other prosecuting authority for review. Officers of each law enforcement agency additionally agree that officers will be available for any hearing set by the Mille Lacs County Court Administrator upon receipt of written notice from either the Mille Lacs County Court Administrator or the Mille Lacs County Attorney's Office or other prosecuting authority. The obligation to attend hearings extends throughout the time of trial and attendance at hearings will not necessitate travel or mileage allowance, the need to subpoena officers, or other out-of-pocket compensation including wages that may be incurred by officers who are waiting for hearings to occur. It is specifically understood by the parties to the Agreement that no monetary exchange or remuneration shall be due by either law enforcement agency to the other for any assistance which may be requested or for services which may be rendered by one agency to another agency unless such payment or remuneration shall be agreed upon in writing separately and apart from this Agreement.

The Mille Lacs County Attorney's Office or other prosecuting authority will make all reasonable attempts upon notice to request necessary continuances due to officer illness, vacation, or other conflicts which may prohibit an officer from attending any scheduled hearing or trial.

CRIME REPORTING OBLIGATIONS

The law enforcement agencies as parties to this Agreement agree that any required state crime reporting obligations shall be coordinated with the Mille Lacs County Sheriff's Department and the Mille Lacs Band Law Enforcement Agency shall provide the Sheriff's Department with information, reports and forms sufficient so that the Mille Lacs County Sheriff's Department can discharge duties of state crime reporting. All efforts will be made to statistically distinguish state crime reporting based upon cases investigated by the Mille Lacs Band Law Enforcement Agency and the Mille Lacs County Sheriff's Department.

PART-TIME PEACE OFFICERS

The parties to this Agreement agree that they shall not employ part-time peace officers in the discharge of any law enforcement functions under this Agreement unless the part-time peace officer is supervised in a manner consistent with the provisions of Minnesota Statutes §626.8465. Each party, however, agrees that the supervision of part-time peace officers is the sole and exclusive

responsibility of the respective law enforcement agency and neither party will assume nor assert that their own part-time peace officers are being supervised by the other law enforcement agency unless specifically agreed to in writing by the Sheriff of Mille Lacs County or the Chief Law Enforcement Officer of the Mille Lacs Band of Chippewa Indians.

JURISDICTION AND DEFENSE NOT WAIVED

Nothing in this Agreement shall be construed to affect or waive the jurisdiction of the State of Minnesota, the United States, or the Mille Lacs Band of Chippewa Indians which each has under present laws or may have under future laws. It is further understood and agreed that this Agreement shall not constitute a waiver of any legal defense, except as specifically provided for in this Agreement, that officers of either the Mille Lacs Band Law Enforcement Agency or Mille Lacs county Sheriff's Department may have in any civil or criminal action brought pursuant to the implementation of this Agreement.

The Mille Lacs Band of Chippewa Indians 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, to the same extent as a municipality under chapter 466 of Minnesota Statutes, and the band further agrees, notwithstanding Minn. Stat. §16B.06, subdivision 6, to waive its sovereign immunity for purposes of claims of this liability.

The waiver of sovereign immunity does not apply to claims brought by employees of the Band, against the Band as an employer, arising out of the employment policies or practices of the Band including, but not limited to, claims due to demotion, selection, dismissal, and failure to promote.

ONGOING COMMUNICATION AND CONFLICT

At the discretion of the Sheriff of Mille Lacs County, the Mille Lacs County Attorney, the Solicitor General of the Mille Lacs Band, and the Chief Law Enforcement Officer of the Mille Lacs Band, a committee may be established to review the implementation of this Agreement. The committee shall be comprised of designated representatives of the Mille Lacs Band Law Enforcement Agency, the Mille Lacs County Sheriff's Department, the Mille Lacs Band Solicitor and the Mille Lacs County Attorney. The committee, upon discretion of its members, may meet at least quarterly and as needed and at times and places as may be mutually agreed upon. The committee shall make a written report to be distributed to each party to this Agreement concerning issues discussed by the committee.

AMENDMENTS

This Agreement may be amended by mutual consent of both parties. Any amendment shall be in written form, signed by all parties to this Agreement and shall thereafter become part of this Agreement.

DURATION

This Agreement shall continue in force until revoked by either party upon thirty (30) days written notice to the other party. Notice of revocation shall be addressed to the following parties; Mille Lacs County Sheriff, Courthouse, Milaca, Minnesota 56353; Chief Law Enforcement Officer, Mille Lacs Band of Chippewa Indians, HCR 67, Box 194, Onamia, MN 56359.

EFFECTIVE DATE, TERMINATION AND RENEWAL

This Agreement shall be effective on 7/1/98 and shall remain effective unless revoked as provided for in this Agreement.

IN WITNESS WHEREOF, we hereby set our hands attesting to the provisions of the above Amended Agreement.

Mille Lacs Band Chippewa
Indians

The County of Mille Lacs

By: Marge Anderson
Marge Anderson
Chief Executive
Mille Lacs Band of Chippewa
Indians

David Tellinghuisen
David Tellinghuisen
Chairman, Board of
Commissioners

By: Jim Genie
Jim Genie
Solicitor General
Mille Lacs Band of Chippewa
Indians

Jennifer A. Fabey
Jennifer A. Fabey
Mille Lacs County Atty

By: Bruce Lindgren
Bruce Lindgren
Chief Law Enforcement
Officer
Mille Lacs Band of Chippewa
Indians

Dennis R. Boser
Dennis Boser
Mille Lacs County Sheriff