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OFFICE OF THE SHERIFF
RICHARD A. ROONEY

MAIN STREET & WASHINGTON AVENUE, MAHONOMEN, MN 55857-0440
"An Equal Opportunity Employer"

PHONE: (612) 936-8365
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MAR 19 1999
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March 16, 1999

Neil Melton, Executive Director
MN Board of Peace Officers Standards & Training
1600 University Avenue, Suite 200
St. Paul, MN 55104-3825

Dear Mr. Melton:

Enclosed is a signed Agreement between Mahnomens County and the White Earth Band of Chippewa Indians relating to the licensing of White Earth Band Police Officers who will be Deputy Sheriffs for the County of Mahnomens. Please license these Officers immediately.

An original copy of the Agreement has been mailed to your Office.

Sincerely,


Sheriff Richard A. Rooney
Mahnomens County

AGREEMENT RELATING TO THE USE OF LAW ENFORCEMENT FACILITIES AND PERSONNEL IN COOPERATION BETWEEN THE WHITE EARTH BAND OF CHIPPEWA INDIANS AND THE COUNTY OF MAHNOMEN

Parties:

**White Earth Band of Chippewa Indians
P. O. Box 418
White Earth, MN 56591**

Hereinafter "White Earth"

and

**County of Mahnomen
P. O. Box 459
Mahnomen, MN 56557**

Hereinafter "Mahnomen"

POST BOARD

MAR 7 1999

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THIS AGREEMENT is made and entered into between White Earth and Mahnomen for purposes of establishing guidelines and procedures for the coordinated law enforcement effort on the White Earth Indian Reservation; and

WHEREAS, The White Earth Band of Chippewa Indians is a constituent Band of the Minnesota Chippewa Tribe organized under Section 16 of the Act of June 18, 1934 (48 Stat. 984), as amended; and

WHEREAS, White Earth is federally recognized Indian Tribe, and as such, and in accordance with its organic documents, White Earth has the inherent authority to enforce certain laws against White Earth Band Members within the reservation boundaries; and

WHEREAS, White Earth has received a COPS Grant for the enforcement of laws against those who commit infractions and crimes within the confines of the White Earth Indian Reservation; and

WHEREAS, The State of Minnesota is a Public Law 280 state (18 U.S.C. 1162, 28 U.S.C. 1360); and

WHEREAS, Prior to August 1996, White Earth did not have a law enforcement agency in place; and

WHEREAS, The Supreme Court of the State of Minnesota in the case of State v. Stone, 572 N.W.2d 725 (Minn. 1997), and subsequent cases, has ruled that State laws which are "civil/regulatory" cannot be enforced against Indians within the confines of the White Earth Reservation; and

WHEREAS, Mahnomen has the obligation to enforce "criminal/prohibitory" laws against all people who commit those crimes within the confines of the White Earth Reservation; and

WHEREAS, White Earth and Mahnomen desire to enter into a cooperative agreement for the coordination of law enforcement efforts within the confines of the White Earth Reservation;

NOW, THEREFORE, IT IS HEREBY AGREED, FOR VALUABLE CONSIDERATION, as follows:

I. RECOGNITION OF POLICE FORCE

Mahnomen hereby recognizes White Earth's inherent right to exercise law enforcement within the confines of the White Earth Reservation as an exercise of their inherent sovereignty.

II. SCOPE OF LAW ENFORCEMENT

White Earth shall prosecute all "civil/regulatory" laws within the confines of the White Earth Reservation against Indians as defined in 25 U.S.C. 1301, as may be from time to time amended. Mahnomen shall prosecute "criminal/prohibitory" laws within the confines of the White Earth Reservation. The terms "civil/regulatory" and "criminal/prohibitory" shall be applied using common sense definitions and direction provided by Court decisions, particularly

State v. Stone, 572 N.W.2d 725 (Minn. 1997) and its progeny, and State Court decisions which may be from time to time issued.

III. LAW ENFORCEMENT LICENSING

Mahnomen County agrees to deputize qualified members of the White Earth Police Force who are eligible under the Peace Officer Standards and Training (POST) statute. Mahnomen shall use best efforts to obtain licensure for qualified POST eligible candidates hired by White Earth Band of Chippewa Indians. White Earth Chief of Police shall transmit information concerning employees who are POST eligible to the Sheriff of Mahnomen County, who may then immediately make application to the POST Board for licensure of those qualified candidates as deputies.

Upon appointment, the candidates of the White Earth Police Department shall file an Oath substantially as follows:

"I, _____, do hereby solemnly swear (or affirm) that I shall preserve, support and protect the Constitution of the Minnesota Chippewa Tribe, the laws of the White Earth Band of Chippewa Indians, the Constitution and laws of the United States, and the Constitution and Laws of the State of Minnesota, as a member of the White Earth Police Force and as a Deputy for the County of Mahnomen to the best of my ability, so help me God."

IV. INDEMNIFICATION

As a condition of being deputized, White Earth shall provide to Mahnomen County an insurance policy which agrees to indemnify and hold harmless Mahnomen County for any acts or omissions of an employee of the White Earth Police Department in the performance of their duties. The limits of liability shall be as provided in Minn. Stat. 466.04 (1997), and as may be changed by the legislature from time to time. Said policy shall also provide coverage which conforms with the conditions, minimum coverages, limitations and exclusions of the MCTI

insurance coverage document currently covering Mahanomen County, except that such policy shall carry liability limits of no less than \$1,000,000.. White Earth 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 this agreement, to the same extent as a municipality under chapter 466, and White Earth further agrees to a limited waiver of its sovereign immunity for the purposes of claims of this liability. White Earth agrees to defend, indemnify, and hold Mahanomen County, its employees and officials harmless from any claims, demands, actions or causes of action(s), including reasonable attorney's fees and expenses arising out of any act or omission on the part of White Earth, or its subcontractors, partners, or independent contractors or any of their agents, or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the contractor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement. Mahanomen agrees to defend, indemnify, and hold White Earth, its employees and officials harmless from any claims, demands, actions or causes of action(s), including reasonable attorney's fees and expenses arising out of any act or omission on the part of Mahanomen, or its subcontractors, partners, or independent contractors or any of their agents, or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the contractor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

V. SOVEREIGNTY/JURISDICTION

Except the limited waiver of sovereignty as hereinbefore stated, to the extent of the insurance coverage, nothing herein shall be construed to imply a general waiver of sovereign immunity of the White Earth Band of Chippewa Indians. Nothing herein shall be construed to

limit the jurisdiction of any court, federal, state, or tribal, over actions, claims or disputes arising out of this agreement.

VI. AGREEMENT BOUNDARIES

This agreement shall have effect only within the legal boundaries of Mahnomen County.

VII. AUTHORITY /JURISDICTION

The Sheriff of Mahnomen County, in accordance with Minnesota state statutes, shall be responsible for the application of all of the rules and regulations of the POST board to all law enforcement officers licensed under the Sheriff's jurisdiction.

The Sheriff of Mahnomen County or officer in control of the Mahnomen County Sheriff's Department will have the ultimate discretion to control any designated crime scene and officers of the White Earth Police Force will agree pursuant to this agreement to cooperate and undertake the commands of the Mahnomen County Sheriff or the officer in charge.

If State Officers stop a "White Earth Band Member" within the confines of Mahnomen County for a "civil/regulatory" offense, they shall take appropriate action which may include writing a report and/or issuing a warning.

If a licensed White Earth police force officer stops a non-band member within Mahnomen County for a lawful reason, said officer shall take the appropriate action of investigation, arrest or issuance of citations, said officer shall have the same duties, responsibilities and authority as a Mahnomen County deputy.

If any tribal member is issued a citation in State Court by a State Officer, and, it turns out that the Court does not have jurisdiction over the offense because it is a "civil/regulatory" offense, the citation shall be immediately conveyed to the White Earth Chief of Police, who will

then process the charge in White Earth Tribal Court finding a substantially equivalent offense under tribal law.

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 Mahnomon County, where the Sheriff or his designee shall process the charge against the individual.

VIII. DUAL EMPLOYMENT RELATIONSHIP

For purposes of licensure under Minnesota State Law, the employees of the White Earth Police Force shall be deemed to have a dual employment relationship. They shall be employees of Mahnomon County to the extent necessary to allow sufficient supervision and control to satisfy state law for licensing and regulatory purposes, which include the following:

A. White Earth Deputies/Limited County Employees:

1. The Mahnomon County Sheriff will have the ultimate supervisory authority over licensed officers, including the power of hiring and dismissal of POST licensed peace officers;
2. The White Earth Public Safety Director shall be considered the Chief Deputy in charge of White Earth operations. In consultation with the Chief Deputy in charge of White Earth operations, the Mahnomon County Sheriff shall set policies and procedures for conduct, including discipline, of White Earth police officers;
3. If deemed appropriate, the County may furnish uniforms, vehicles, and other implements necessary for licensed White Earth deputies to perform their duties;
4. Mahnomon County Sheriff will retain full control over Mahnomon County physical law enforcement premises used by licensed White Earth Deputies, including booking

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areas, interrogation rooms, lock up and dispatching facilities;

5. The Mahnomen County Sheriff, or his designee, has the authority to prescribe the time and geographic locations for day to day activities of all licensed White Earth Deputies, including, but not limited to, scheduling, dispatching, and work assignments. The designee can be the Chief Deputy in charge of White Earth operations;

B. White Earth Deputies/Full White Earth Employees.

1. The White Earth Public Safety Director/Chief Deputy in Charge of White Earth Operations shall be compensated by the White Earth Tribal Council, who shall approve his hiring.

2. All licensed White Earth peace officers who are deputies shall be compensated by the White Earth Tribal Council, which approve their hiring.

3. The White Earth Tribal Council shall have authority over all budget matters concerning the White Earth Public Safety Director and licensed White Earth Deputies and Police Officers.

4. The White Earth Band of Chippewa Indians shall be the employer for all other purposes, including compensation, benefits, and employee rights under other state and federal laws, including the State Public Employee Labor Relations Act. Mahnomen County shall be deemed the employer of the licensed White Earth Deputies for purposes of POST Board licensing and regulation only.

5. Nothing herein shall be interpreted to mean that Mahnomen County is in any way responsible for the continued retention of or compensation of the White Earth Public Safety Department or White Earth Deputies.

Nothing herein shall be deemed to change the employer/employee relationship between the White Earth Band and its Police Department and Officers and Mahnomen County, the Sheriff, and its Officers. Although the White Earth Peace Officers shall be deputized by Mahnomen County, they shall not be deemed to be employees of Mahnomen County for purposes of wages, employee benefits, job security, grievance procedures, or liability.

IX. TERM OF THE AGREEMENT

This agreement shall be in effect from year to year subject only to a written termination of the agreement on a 30 day written notice by either party, or their successors or assigns.

X. MUTUAL COOPERATION

Mahnomen and White Earth agree to mutually cooperate, coordinate and facilitate the administration and enforcement of laws, both civil and criminal, within the confines of the White Earth Reservation, and shall conduct themselves in good faith to the furtherance of this goal. This mutual cooperation shall include, when possible, the practice of tribal officers riding with Mahnomen officers and Mahnomen officers riding with tribal officers. Mahnomen and White Earth shall appoint a committee to meet periodically, but in no event less than annually to address concerns arising out of administration of this agreement. The committee shall be composed of the Chief Law Enforcement Officers of the White Earth Band of Chippewa Indians and Mahnomen County, or their designee, a member of the County Board, and a member of the White Earth Tribal Council. Advisory members to the Board shall be the County Attorney and General Counsel to the White Earth Band of Chippewa Indians.

Dated:

WHITE EARTH BAND OF CHIPPEWA INDIANS

By *John B. Buckanaga*
John B. Buckanaga, Chairman

By *Erna J. Vizenor*
Erna J. Vizenor, Secretary/Treasurer

By *Irene Augina-Turney*
Irene Augina-Turney, District I Rep.

By *Terrance "AH-Mik" Burnette*
Terrance "AH-Mik" Burnette, District II Rep.

By *Ralph Goodman*
Ralph Goodman, District III Rep.

Dated:

MAHONOMEN COUNTY BOARD

By *Charlie Paddenuk*
Charlie Paddenuk, Chairman,
Mahnommen County Commissioners

By *Bette Tuso*
Bette Tuso, District I, Mahnommen County

By *Jerry Dahl*
Jerry Dahl, District II, Mahnommen County

By *David Soetsinger*
David Soetsinger, District III, Mahnommen Co.

By *Karvn Ahmann*
Karvn Ahmann, District IV, Mahnommen Co.