

2021
**AMENDED COOPERATIVE LAW
ENFORCEMENT AGREEMENT**

Between



**SAWYER COUNTY
SAWYER COUNTY SHERIFF'S OFFICE**

and the



**LAC COURTE OREILLES BAND OF
LAKE SUPERIOR CHIPPEWA INDIANS**

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**ARTICLE I
TITLE AND AUTHORITY**

This amended Cooperative Law Enforcement Agreement ("Agreement") is made effective as of this ____ day of February, 2021 between the Lac Courte Oreilles Band of Lake Superior Chippewa Indians (the "Tribe"), an inherently sovereign Indian Tribe organized pursuant to the provisions of the Indian Reorganization Act of 1934, 25 U.S.C. Sec 461 *et seq.*, and Sawyer County, a political subdivision of the State of Wisconsin, duly organized as a County under state law (the "County"); and Sawyer County Sheriff's Office (the "Sheriff's Office"), collectively referred to as the "Parties," and each is a "Party."

The County is authorized to enter into this Agreement pursuant to Wis. Stat. § 165.90 and properly approved this Agreement with adoption of the attached Resolution, as required by Wis. Stat. § 59.54(12) (*See Exhibit 1-County Resolution*). The Tribal Governing Board, as the governing body of the Tribe, is authorized to enter into agreements, including this Agreement, with other governmental bodies, including "with any County" pursuant to Article V, Section 1 (c) of the Constitution and Bylaws of the Tribe and properly approved this Agreement with adoption of the attached Resolution (*See Exhibit 2-LCO Resolution*). This Agreement is in the nature of an enforceable contract and a cooperative County-Tribe law enforcement program under Wis. Stat § 165.90

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ARTICLE II
MISSION STATEMENT

The Tribe and the County wish to promote the general welfare of all residents of Sawyer County; by providing improved law enforcement coverage thereby increasing their ability to protect life and property; to preserve the public peace and to maintain order, with focus on the Tribe's Reservation. Continued funding of the Program, as described in Article III of this Agreement, is necessary for the Tribe and the County to achieve this Mission Statement.

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ARTICLE III PROGRAM ELEMENTS

A. PROGRAM DESCRIPTION

The cooperative law enforcement program between the Tribe and the County will provide the necessary funding (salary, fringe, equipment) for the County to employ part-time Deputies (the "County-Tribe Deputies"). The County-Tribe Deputies will be deputized to enforce the laws of the State of Wisconsin (the "State") and the County; work within the Tribe's Reservation; enforce State and County laws, along with the laws of the Tribe; and fulfill the duties and obligations as specified in Article III, Section D of this Agreement (collectively the "Program"). In any case, as is noted in Section D, over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. The Parties agree that referrals may not be able to be made to the tribal court in two specific instances related to civil violations accompanying criminal violations and a first OWI. If a civil violation accompanies a criminal violation, that matter may be sent to County Court, if reasonably necessary to accompany criminal violations. Also, in relation to a first OWI, if a Tribal Officer is not available to handle the referral at the time of the stop, the matter may be sent to Sawyer County Court. Both of these exceptions shall not impair the offender's ability to request a transfer to tribal court for any civil violation, including a first OWI. As used in this Agreement, the "Tribe's Reservation" refers to the territory described in Article I, Section 1 of the Amended Constitution and Bylaws of the Tribe, in addition to all other land that qualifies as Indian country pursuant to 18 U.S.C. 1151.

The County and the Tribe will administer the Program within Sawyer County, which is the fifth largest in the State with an area of 1,256 square miles. The population of Sawyer County was 16,558 in 2020, an increase from 2019. (See *Exhibit 3-DOJ Grant Preliminary Data*) Specifically, the Program will continue to serve the Tribe's Reservation, which is approximately 78,045 acres and has 412 miles of County and State roads. The Tribe currently has 7,987 enrolled Tribal Members of which 2,567 Members reside on the reservation. (See *Exhibit 4-LCO Population Report*).

The number of Tribal Members continues to increase. Members and their families continue to return from metropolitan areas across the country. It is important to note that this has contributed to ongoing alcohol/drug abuse problems on the reservation. The Tribe alone is unable to adequately address these law enforcement concerns.

B. NEED FOR FUNDING

The County-Tribe Deputy will continue to work closely with members of the Tribe's Law Enforcement Department to deter and solve crime on the Tribe's Reservation. The size and unique nature of Sawyer County, the grant of jurisdiction under Public Law 280, staffing and funding limitations of the Sheriff's Office and the

Tribe's Law Enforcement Department and increased crime all justify continued funding of the Program.

Sawyer County is a high tourism area. Visitors travel to Sawyer County for numerous reasons, including fishing, skiing, golfing, biking, motor sports and other outdoor activities and events. At peak times, the population will double or triple. The large number of tourists contributes to increased calls for all law enforcement agencies.

The Tribe and the Sheriff's Office have identified increased youth crime rates, methamphetamine abuse, heroin abuse, opioid abuse, alcohol and other drug abuse, domestic violence and gang related activity as some of the most urgent law enforcement problems within the Tribe's Reservation. Sheriff's Office records indicate a significant number of crime complaints in Sawyer County (*See Exhibit 5-SWSO Crime Statistics*). In addition, the Lac Court Oreilles Tribe's records indicate a significant number of crime complaints on the LCO Reservation (*See Exhibit 6- LCO PD Crime Statistics*). It should be noted that Exhibits 5 and 6 relating to crime statistics, and the additional materials provided therein, are included in the reporting requirements of Wis. Stat. 165.90 (4)(b).

On August 16, 1991, the State Governor and the Chairman of the Tribe signed the first gaming compact between the State and the Tribe, which authorized casino-style class III games. The Tribe continues to work hard to expand its gaming market. The number of people who travel to the Tribe's Reservation to visit its gaming establishment continues to increase. The need for additional law enforcement personnel increases with the number of people in the area.

Public Law 280 mandates that the State, through its counties, provide law enforcement services to Indian country in Wisconsin. The County must pay for these services on the Tribe's Reservation out of its funding sources, including the tax base. Since the Tribe's Reservation generally is exempt from state and local property taxation, it generally does not add to the property tax base to pay for County law enforcement. Therefore, Public Law 280 puts an added burden on the County without supplying funding to offset the additional burden. The County simply is unable to provide law enforcement needed on the Tribe's Reservation without additional funding. To compound the problem, the application of Public Law 280 to the Tribe's Reservation has hindered the Tribe's efforts to secure adequate law enforcement funding from federal sources.

The Sheriff's Office has a staff that currently includes only eighteen (18) full-time Patrol Deputies and two (2) Investigators. The Sheriff's Office provides 24-hour coverage seven days per week for the County, the fifth largest in the State with an area of 1,256 square miles. In doing so, the Sheriff's Office provides law enforcement coverage to the Tribe's Reservation as required under Public Law 280 and responds to all calls when there are no Tribal Deputies on-duty. In addition, the Sheriff's Office provides backup for Tribal Deputies during potentially dangerous calls for service.

It is a challenge for the Sheriff's Office to provide adequate law enforcement coverage throughout the entire County. On a normal shift, three Patrol Deputies, including a Supervisor, are working. This number may be lower depending on vacation schedules and sick days. The County-Tribe Deputies devoted to the Reservation will continue to alleviate the burden on the understaffed Sheriff's Office, allowing the Sheriff's Office to increase law enforcement activities within the off-reservation portion of the County and provides for a quicker response time on the LCO Reservation.

In 2004, in an effort to provide additional law enforcement to the residents of the Tribe's Reservation, the Tribe established and funded a Law Enforcement Department, which currently includes seven (7) full-time Officers and two (2) part-time Officers. The LCO Tribe estimates that for 2021, the Law Enforcement Department will have significant revenue shortfall of approximately \$200,000.00 unless it secures significant, additional outside funding sources.

With its limited staff, the Tribe's Law Enforcement Department strives to provide 24-hour coverage seven days a week, but on occasions, such as vacation time or officer's sick leave, no Tribal Officer is on duty.

The County-Tribe Deputies funded under the Program will continue to work closely with members of the Tribe's Law Enforcement Department to deter and solve crime on the Tribe's Reservation and will serve to build increased cooperation between the various law enforcement agencies. In this regard, it is important to note that the Tribe and the County have worked hard to cooperate in many areas, including in the area of law enforcement, for the benefit of County residents. For example,

On January 28, 2020, as a result of an LCO Police Department investigation into illegal drug activity, Sawyer County Deputies assisted the LCO Police Department in the execution of a search warrant on a residence suspected of trafficking illegal drugs. As a result, an individual was arrested and charged with Possession of Heroin with Intent to Manufacture/Deliver.

On August 27, 2020, Sawyer County Deputies responded to a drug overdose on the LCO Reservation that resulted in the death of a young female. Through joint investigations and evidence collection, authorities were able to arrest the individual that provided the illegal drugs to the victim. The individual was charged and later convicted of 1st Degree Reckless Homicide/Deliver Drugs.

On September 26, 2020 Sawyer County Deputies responded to the scene of a residential structure fire on the LCO Reservation. Once the fire was extinguished it was determined the fire was suspicious in nature resulting in an investigation. Through cooperative efforts of the Sawyer County Sheriff's Office and the LCO Police Department, the scene was secured until special agents from the State Department of

Criminal Investigation arrived. The fire was most likely started due to arson and the investigation is currently active.

Currently the Sawyer County Sheriff's Office is assisting the LCO Police Department in locating a missing person. The joint efforts to locate the individual include aerial searches, interviewing possible witnesses and investigating information that may lead to the persons whereabouts. As of this writing the subject remains missing.

However, even with these types of activities, drug activity continues to be most significant in Sawyer County and on the Tribe's Reservation. With on-going arrests and joint investigations, the drug abuse, most significantly methamphetamine and opioid abuse in Sawyer County continues to grow at an alarming rate. The County-Tribe Deputies will continue to serve an important role in deterring and addressing these activities. In 2020 to date, there have been twelve (12) drug related deaths in Sawyer County. The heroin and methamphetamine epidemic in Sawyer County remain a significant problem in Sawyer County and on the LCO Reservation.

The 2021 proposed cost for the Program is Fifty Thousand, Four Hundred Seventy-Seven and 00/100 (\$50,477), with a combined base salary cost for part-time County-Tribe Deputies and Dispatchers of Fifty Two Thousand and 00/100 (\$52,000), including fringe benefits (*See Exhibit 5- 2021 Proposed Budget*). The remaining costs identified in the 2021 Proposed Budget are usual and necessary costs incident to the position and are estimates based upon past amounts and projected future increases.

C. ADMINISTRATION AND DISBURSEMENT

The County will administer the funds received under the Program for the County-Tribe Deputies, including all costs identified in *Exhibit 5-2021 Proposed Budget*. The County shall disburse funds in accordance with its normal payroll and expense reimbursement practices. At the end of any Program year, any remaining fund balance will be used for jail space in accordance with the Memorandum of Understanding for Jail Services between the Tribe, County and Sheriff's Office (*See Exhibit 7-MOU*) or shall be distributed to the Tribe for its use solely for law enforcement purposes, as determined by the Tribe.

D. LAW ENFORCEMENT SERVICES

Nothing in this Agreement will limit, in anyway, the obligation of the Sheriff's Office under Public Law 280. Therefore, the Sheriff's Department will continue to provide law enforcement on the Tribe's Reservation and without limitation, will respond to calls for assistance by the County-Tribe Deputies to assist in enforcing State, County and Tribal laws on the Tribe's Reservation. Over the first three months of this Agreement, the Sheriff's Department and the Tribe will work together to establish and implement an efficient system for all county deputies from that point on to properly refer all civil violations/citations occurring on the reservation to the tribal court. Consistent

with this, the County-Tribe Deputies will work within the Tribe's Reservation; enforce State criminal laws, along with the laws of the Tribe; and fulfill the following duties in addition to those stated in (*Exhibit 8-Job Description*):

1. Enforce State criminal laws, codes and ordinances on the Tribe's Reservation in the capacity of Deputy Sheriff. All non-criminal citations will be referred to Tribal Law Enforcement to be filed in Tribal Court.
2. Refer all violations of Tribal laws, codes and ordinances on the Tribe's Reservation to Tribal Law Enforcement.
3. Patrol the Tribe's Reservation to provide a law enforcement presence to deter crime and perform duties of a patrol officer.
4. Enforce court orders of the County and the Tribe.
5. Appear in the courts of the County and the Tribe.
6. Respond to accidents, including administering first aid, completing accident reports and issuing citations.
7. Investigate crime on the Tribe's Reservation, including violent domestic abuse, child abuse and neglect, vandalism, burglaries, property crimes, substance abuse and elder abuse.
8. Investigate complaints on the Tribe's Reservation and refer to appropriate agencies.
9. Patrol and respond to calls on the Tribal Reservation and assist other law enforcement agencies outside of the Tribal Reservation only when necessary.
10. The Sheriff and/or designee will report to the Tribe on a quarterly basis to account for the officer's time and statistical information as agreed and be available for meetings with the Tribe as reasonably requested.
11. The Sheriff and/or designee will be available to attend Public Safety Committee meetings as requested by the Tribe.
12. When requested, the Sawyer County Truancy Deputy will assist with programs in the Tribe's LCO Ojibwe School-Waadookodaading and Hayward schools to implement juvenile intervention programs and promote a greater understanding between youth and law enforcement.
13. Provide crime prevention assistance to persons living on the Tribe's Reservation, as well as the Tribe and its programs and enterprises.

14. The Sheriff and/or designee will act as liaison between the governments of the County and the Tribe.

E. SUPERVISION AND CONTROL

The County Sheriff, and/or designee, shall supervise and control the County-Tribe Deputies in the performance of all duties, including scheduling work hours, data reporting, and maintenance and handling of evidence. On scheduled workdays and times, the County-Tribe Deputies shall report to the County Sheriff.

The County Sheriff, and/or designee, shall use his best efforts to schedule the County-Tribe Deputies to work on dates and times that will provide coverage to the Tribe's Reservation during periods when the Tribal Deputies are not scheduled. The County Sheriff, and/or designee, and the Tribe shall periodically conference to discuss scheduling requirements.

F. PROGRAM INPUT

The Program provides for coordination between the County and the Tribe regarding law enforcement within the Tribe's Reservation through the consistent and active presence of the County-Tribe Deputies within the Tribe's Reservation. When requested, the County-Tribe Deputies shall prepare and provide to the Tribal Governing Board and the LCO Public Safety Commission a monthly report detailing activities. In addition, the County-Tribe Deputies, County Sheriff, and/or designee and Public Safety Committee shall meet with the Tribe upon reasonable request to discuss the Program.

G. DEPUTIZING, TRAINING, INSURANCE AND HIRING

The County-Tribe Deputies are subject to the minimum qualifications stated in this Section G, including the willingness of the County Sheriff to deputize such person. The County will provide all bonding, liability, worker's compensation, vehicle and all additional required insurances and shall provide the Tribe with written proof of such coverage upon request of the Tribe. The County will provide all necessary training to the County-Tribe Deputies.

There will be reasonable efforts to hire Tribal members in accordance with the tribal preference policy of the Tribe pursuant to 14 LCOTCL §1.402.

The Sheriff's Office will use its best efforts to provide law enforcement coverage to the Tribe's Reservation during times the regularly scheduled LCO Tribal Police are on vacation, holiday, sick, disability or other leave.

The Sawyer County Sheriff's Office will utilize the County approved testing, screening and selection procedures to develop a list of qualified personnel to provide law enforcement coverage to the Tribe's Reservation.

The Tribe and County agree that the County-Tribe Deputies must meet the following minimum qualifications prior to employment:

1. Shall be over the age of 18;
2. Shall possess a high school diploma or the equivalent;
3. Shall possess a valid Wisconsin driver's license;
4. Shall not have been convicted of any state or federal felony crimes;
5. Shall be free of any physical, emotional or mental condition that may adversely affect the performance of duties;
6. Shall be of good moral character;
7. Shall have completed basic police recruit academy and be certified by the State of Wisconsin as a police officer; and
8. Shall be deputized by the County Sheriff after satisfying the above standards and shall meet all requirements of the Wisconsin Training and Standards Bureau to maintain their certification as a Wisconsin Law Enforcement Officer.

H. RECORDS AND DATA COLLECTION

The County-Tribe Deputies will prepare, complete and maintain records and data in accordance with applicable policies, procedures and practices of the Sheriff's Office.

The Sheriff's and/or designee will maintain the County-Tribe Deputies original records of incidents, complaints, violations and relevant statistical information and shall provide all such materials to the Tribe. The Tribe shall maintain records of incidents, complaints and violations of Tribal Law solely at the Tribe's Law Enforcement Department. The Sheriff's Office and the Tribe's Law Enforcement Department shall maintain such records as confidential to the extent required by law.

The Parties agree to cooperate in timely preparation and submission of the annual report required under Wis. Stat. 165.90 (4) (b).

I. MISCELLANEOUS PROVISIONS

Any notice permitted or required under this Agreement shall be deemed duly provided if transmitted by facsimile to the number listed below and followed by a hard copy sent first class mail to the applicable address; or if delivered personally; or if sent

certified mail, return receipt requested to the applicable address:

If to the Tribe:

Louis Taylor Sr, Chairman
Lac Courte Oreilles Band of
Lake Superior Chippewa Indians
13394 W. Trepania Road
Hayward, WI 54843

With a copy to:

Office of the Attorney General
Lac Courte Oreilles Band of
Lake Superior Chippewa Indians
13394 W. Trepania Road
Hayward, WI 54843

If to the County:

Tweed Shuman, Chairman
Sawyer County Board of Supervisors
10610 Main Street
Hayward, WI 54843

With a copy to:

Thomas J. Duffy, Corporate Counsel
10594 Main Street
Hayward, WI 54843

If to the Sheriff's Office:

Douglas Mrotek, Sheriff
Sawyer County Sheriff's Office
15880 E. 5th Street, P.O. Box 567
Hayward, WI 54843

With a copy to:

Joe Sajdera, Chief Deputy
Sawyer County Sheriff's Office
15880 E. 5th Street, P.O. Box 567
Hayward, WI 54843

All immunities of the Tribe, as recognized by law, shall inure to the benefit of the County-Tribe Deputies and other County law enforcement Deputies when assisting in enforcing the Tribe's laws upon deputation of such Deputies. All of the immunities, including conditional immunities, of the County shall inure to the benefit of the County-Tribal Deputies when acting as a deputy of the County under the Program.

Neither the Tribe nor its officers, directors, employees, representatives, or agents shall be liable to the County or Sheriff's Office or any of their respective Deputies, directors, employees, representatives or agents for any loss, damage, expense or casualty arising from any acts or omissions of the County-Tribe Deputies in performance of the Agreement.

The Tribe, County and Sheriff's Office each shall indemnify, defend and hold the other party or parties harmless from and against all liabilities, awards, damages, expenses and fees, including reasonable attorney fees and court costs, arising from or in connection with any action, suit or claim brought by any third party arising from or in connection with the negligent or intentional acts or omissions of their respective Deputies, directors, employees, representatives, agents and their successors and assigns in the performance of this Agreement.

The County and Sheriff's Office acknowledge that the Tribe is a federally recognized Indian tribe, which possesses sovereign immunity from suit, unless expressly waived by the Tribe or Congress. Nothing in this Agreement shall be interpreted to waive the sovereign immunity of the Tribe.

Nothing in this Agreement shall be construed to cede or confer any jurisdiction on any Party, to waive any immunities, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, to accomplish any act that would violate State or federal law or subject the Parties to any liability to which they are not otherwise subject to under law.

This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and it may not be varied or modified in any manner, except in a subsequent writing executed by the Parties.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements or understandings.

The failure of any Party to insist upon the performance of any terms or conditions, or the waiver of any breach shall not be construed as thereafter waiving any such terms and conditions or a subsequent breach.

No Party shall be in default or otherwise responsible for a failure to perform any obligation under this Agreement because of an act of God, act of war or terrorism, civil disturbance, epidemic, pandemic, unavailability of labor, material, power or communication. In any such event, the Party so claiming shall provide the other Parties with prompt written notice explaining the event.

The headings contained in this Agreement are for convenience and reference purposes only and shall not be construed as affecting the interpretation or meaning of the terms or conditions of this Agreement.

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be affected, but shall be enforceable to the fullest extent permitted by law.

This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute the same agreement.

This Agreement shall not be in effect until approved by resolution of the Tribe and County and signed by an authorized signatory of each party. This Agreement shall remain in effect during the applicable funding year. This Agreement is contingent upon approval by the State Department of Justice as a cooperative County-Tribe law


enforcement program and the receipt of the necessary funding for implementation under Wis. Stat. 165.90.

Each signatory to this Agreement represents that he has the legal authority to sign this document.

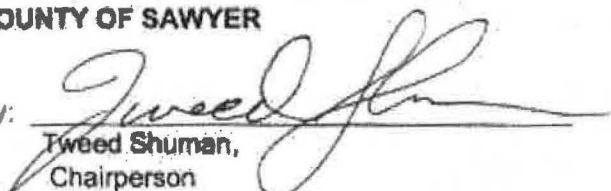
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The Parties have made this 2021 Cooperative Agreement operative as set forth herein.

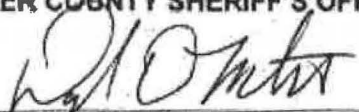
**LAC COURTE OREILLES BAND OF LAKE
SUPERIOR CHIPPEWA INDIANS**

By: 
Louis Taylor Sr.,
Chairperson

COUNTY OF SAWYER

By: 
Tweed Shuman,
Chairperson

SAWYER COUNTY SHERIFF'S OFFICE

By: 
Douglas Mrotek,
Sheriff