



# Sawyer County

## Agenda

**Public Safety Committee Meeting**  
**Thursday, March 4, 2021 @ 9:00 AM**  
**Assembly Room/Virtual Meeting**

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Page

### **1. CALL TO ORDER**

- a. The public is **strongly encouraged** to access the public meeting remotely due to public health and safety concerns. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/97074807611>. You can also use the dial in number for listening only at **1-312-626-6799** with the Webinar ID: 970 7480 7611. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>
- b. If you are on a computer, click the "Raise Hand" button and wait to be recognized.
- c. If you are on a telephone, dial \*9 and wait to be recognized.

### **2. ROLL CALL**

### **3. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW**

### **4. MEETING AGENDA**

### **5. PUBLIC COMMENTS**

- a. At this time, members of the public will be given the opportunity to address the Board on items not on the agenda. Please adhere to the following when addressing the Board:
  - Comments will be limited to 3 minutes or less per individual.
  - Comments should be directed to the Board as a whole and not directed to individual Board members.
  - The Board cannot respond to your comments during this time.

|         |                                                                                                                                                                                                                                                                                                                      |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 - 6   | <b>6. CONSIDER ACCEPTING MINUTES FROM PREVIOUS MEETING</b><br>a. <a href="#">Public Safety Minutes 2.4.21 DRAFT</a>                                                                                                                                                                                                  |
|         | <b>7. CIRCUIT COURT</b><br>a. Judge's Report<br>b. Courtroom Remodel Update                                                                                                                                                                                                                                          |
| 7 - 8   | <b>8. CLERK OF COURT'S OFFICE REPORTS</b><br>a. <a href="#">Clerk of Court Public Safety Report - Mar 2021</a>                                                                                                                                                                                                       |
|         | <b>9. DISTRICT ATTORNEY'S OFFICE REPORT</b>                                                                                                                                                                                                                                                                          |
| 9 - 12  | <b>10. CHILD SUPPORT DEPARTMENT REPORT</b><br>a. <a href="#">Public Safety-Child Support Agency March 2021</a>                                                                                                                                                                                                       |
| 13      | <b>11. CORONER'S REPORT</b><br>a. <a href="#">Coroner's Report March 2020</a><br>b. Hazardous Living Conditions (Discussion and Possible Action)                                                                                                                                                                     |
| 14      | <b>12. EMERGENCY MANAGEMENT DEPARTMENT REPORT</b><br>a. Emergency Management Report<br><a href="#">Emergency Government March 4th PS report</a>                                                                                                                                                                      |
| 15 - 18 | <b>13. CRIMINAL JUSTICE COORDINATING COUNCIL UPDATE</b><br>a. Memorandum of Understanding Between Lac Courte Oreilles and Sawyer County RE: Criminal Justice Coordination Committee (JusticePoint) (Discussion and possible action)<br><a href="#">MOU Between LCO and Sawyer County Regarding CJCC JusticePoint</a> |
| 19 - 20 | b. Memorandum of Understanding Amendment (LCO & Sawyer County) (Discussion and possible action)<br><a href="#">2021-02-01 - MOU Amendment - LCO and Sawyer County - Criminal Justice Coordination Committee</a>                                                                                                      |
| 21 - 23 | <b>14. AMBULANCE SERVICE DEPARTMENT REPORT</b><br>a. <a href="#">Ambulance Report March 2021</a>                                                                                                                                                                                                                     |

## **15. SHERIFF'S DEPARTMENT REPORT**

- 24 - 26            a.     Communication Center Report  
                         [Communications Report March 2021](#)
- 27 - 29            b.     Patrol Report  
                         [Patrol Report March 2021](#)
- 30 - 31            c.     Jail Report  
                         [February 2021 Jail Report](#)
- 32 - 33            d.     Communications Systems Specialist Report  
                         [Mar 2021 PS Committee report](#)
- 34 - 35            e.     Animal Control Report  
                         [Animal Control calls from 02012021 thru 03032021](#)
- f.     Law Enforcement Agreement --Possible Closed Session  
                         Closed Session, pursuant to Wis. Stat. s. 19.85(1)(g) for the  
                         purposes of conferring with legal counsel for the governmental  
                         body who is rendering oral or written advice concerning strategy  
                         to be adopted by the committee with respect to the Law  
                         Enforcement Agreement. Committee will reconvene in open  
                         session after discussion.
- 36 - 108          g.     Law Enforcement Agreement (Discussion and Possible Action)  
                         [2021-02-01 - 2021 Cooperative Law Enforcement Agreement -](#)  
                         [AMENDED FINAL REDLINES \(for reference\)](#)  
                         [2021-02-01 - 2021 Amended Cooperative Law Enforcement](#)  
                         [Agreement - FINAL \(for discussion and possible action\)](#)  
                         [Final Draft of Tribal Deputy Grant submitted 11-30-20 \(for](#)  
                         [reference\)](#)

## **16. FUTURE AGENDA ITEMS**

## **17. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS, OTHER MATTERS FOR DISCUSSION ONLY**

### **DISCLAIMER:**

*A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.*

*Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.*

***Mission Statement:*** *The Sawyer County Board of Supervisors will strive to provide excellent services and responsible leadership to protect and enhance Sawyer County citizens, businesses, and resources, while preserving our unique heritage.*



**Minutes of the February 4<sup>th</sup> meeting of the Sawyer County  
Public Safety Committee  
Of the Sawyer County Board of Supervisors  
Assembly Room; Sawyer County**



**Voting Committee Members (X) Present:**

Chair: **James Schlender**

☒ Ron Buckholtz -Vice Chair

☒ Ed Peters

☒ Dale Schleeter

☒ Chuck Van Etten – Virtual

**Others Present:**

Tom Hoff

Mike Coleson

Lynn Fitch

Rebecca Roeker - Virtual

Doug Mrotek

Greg Ripczinski

Jeff Johnson

Joe Sajdera

Pat Sanchez – Virtual

Jim Onarheim

Nate Dunston

Terrell Boettcher - Virtual

Judge Yackel

Phil Nies – Virtual

Linda Zilmer - Virtual

**Call to Order** – Chair James Schlender called the meeting to order at 9:00 am. Roll Call taken.

**Certification of Compliance** with the open meeting law was met. Roll call was taken.

**Meeting Agenda**

**Public Comment**

**Minutes from Previous Meeting** – A motion was made by Mr. Buckholtz to approve the minutes of the January 7, 2021, meeting; second by Mr. Peters. Motion carried.

**Circuit Court Report** – The judge's report was tabled until he could make a personal appearance later in the meeting. When available, he reported on a recent security threat that was experienced in the courthouse and thanked law enforcement for assistance in maintaining the safe environment.

Resolution 2021-56 to increase fees was presented for approval. A motion was made by Mr. Schleeter to approve the Resolution at the Public Safety Committee level and move to County Board for consideration. A second was made by Mr. Buckholtz; motion carried.

Mr. Hoff advised that a meeting has been scheduled for February 10<sup>th</sup> to discuss final planning stages of the second courtroom.

**Clerk of Court Report** – A written report was provided.

**District Attorney's Office Report** – Not available

**Child Support Department Report** – Not available

**Sheriff's Department Report** – Sheriff Mrotek provided an overview of the agreement that is under consideration between Sawyer County and the Lac Court Oreilles Tribal Governing Board. The agreement outlines the process of referring civil violations between the jurisdictional entities. After discussion, a motion was made by Mr. Buckholtz, second by Mr. Schleeter to table approval of the agreement and refer it legal council who will confer with the State and the Lac Courte Oreilles Tribal Court for additional information and clarification. Motion carried.

Mr. Sajdera provided an overview of the written Chief Deputy report stating that the Communications Center will be receiving upgrades soon. Sheriff Mrotek requested that the Joint Powers Agreements required by state statues between the fire departments and the county dispatch be approved. A motion was made by Mr. Van Etten, second by Mr. Peters to move the Agreements to County Board for consideration. Motion carried. Written report Patrol, Jail and Animal Control reports were provided.

**Coroner's report** – Mr. Hoff and Mr. Onarheim provided an overview of the recent meeting held between the Coroner's office and Health Department staff. Mr. Onarheim requested that the County review current safety ordinances. Mr. Schlender recommended Mr. Onarheim meet with the County Administrator to determine if safety precautions are already in place within existing ordinances.

**Emergency Management Department Reports** – Written reports were provided.

**Criminal Justice Coordinating Council Update** – An amendment to the Memorandum of Understanding was provided for this meeting; the final MOU was not available. A motion was made by Mr. Buckholtz, second by Mr. Schleeter to table the Memorandum of Understanding discussion to next month when the written MOU can be provided. Motion carried.

**Ambulance Service Department report** – A written report was provided. Mr. Dunston advised that a 3<sup>rd</sup> ambulance is now available.

**Meeting Date/Time** – The next meeting of the Public Safety Committee will be Thursday, March 4, at 9:00 am in the Assembly Room.

Meeting adjourned at 10:07 am

Minutes recorded by Lynn Fitch, County Clerk

## CLERK OF CIRCUIT COURT

Phone (715) 634-4887 ~ FAX (715)638-3297

### CLERK OF COURT Marge Kelsey

10610 Main Street  
Suite #74  
Hayward, WI 54843



### DEPUTY CLERKS

Sari L Torstenson  
Terri J Roeske  
Leslie Strapon  
Lisa Turnbull  
Caryn Gorney

#### Clerk's Report for March 2021 Public Safety Committee:

Only 1 jury trial remains on the calendar for March and it is set before a visiting judge. Judge Yackel has court proceedings scheduled in the small courtroom. With that, we will need to use addition spaces (Assembly room and UW-EX conference room) to accommodate Court staff for trial proceedings outside the presence of the jury, juror overflow and public spectators.

#### Jury trials currently scheduled for March:

| <u>Date</u> | <u>Judge</u> | <u>Length</u> |
|-------------|--------------|---------------|
| 03/18/21    | 2830         | 1 day         |

#### New Cases filed from 02/01/2021 – 02/22/2021

|     |                                                                                      |
|-----|--------------------------------------------------------------------------------------|
| 32  | Felony (CF)                                                                          |
| 21  | Misdemeanor (CM)                                                                     |
| 8   | Criminal Traffic (CT)                                                                |
| 110 | Traffic & Forfeiture citations (TR & FO)                                             |
| 33  | Civil, Small Claims, Family/Paternity & Transcript of Judgments<br>(CV, SC, FA & PA) |

**Receipt history comparison for REVENUE collected through SDC (State Debt Collection) and TRIP/DOR (Tax Intercept):**

**02-01-2021 to 02-31-2021 = \$12,197.03**

**02-01-2020 to 02-28-2020 = \$15,562.52**

**Wage Income Assignment receipted from DOC: 02-01-2021 thru 02-22-2021 = \$316.12**  
*(Note: This is in addition to the Court Ordered Obligations owed that DOC is already collecting from prison inmates.)*

As with all of the numbers for February, including case filings, the SDC funds collected are down a bit.

Respectfully submitted by,

Marge Kelsey  
Clerk of Court

## SAWYER COUNTY CHILD SUPPORT AGENCY

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Sandra L. Snider Okamoto, Director  
Janet Sprenger, Assistant Director  
Amanda Wheeler, Specialist  
Cathy Johnson, Receptionist/Locate  
Thomas J. Duffy, Agency Attorney



Sawyer County Courthouse  
10610 Main Street – Suite 115  
Hayward, WI 54843  
715/634-3173  
FAX: 715/638-3289

### MARCH PUBLIC SAFETY COMMITTEE CSA REPORT

The Bureau of Child Support (BCS) Strategic Planning committee is moving forward on "modernization" of the KIDS system in place since approximately 1996. Each county has been given the opportunity to provide input via a survey determining priorities to ensure children and families are economically and socially secure.

I am finishing the 2021 Cooperative Agreement with the Sawyer County Clerk of Court and hope to circulate for signature later this week.

I've had a case for the past several years involving twin 14-year-old boys and 12-year-old daughter. The children were placed with their paternal grandparents due to in and out incarceration of both parents on drug and alcohol charges. Grandparents received approximately \$215 per month per child from State for just over 11 years. The father of the children was released from prison in early 2020. Father has been working his program and maintaining sobriety as well as employment. Children were returned to father's care in late January 2021. I've been working with Father and the State regarding the large amount of back support (arrears) Father owes State. Jail Lieutenant Jeff Johnson assisted with providing dates of Sawyer County incarceration. Due to Father residing with children, payment of the full arrears would deprive the children of needed income and create a hardship for the family; putting them back on State assistance. The State has agreed to forgive in excess of \$18,000 in arrears. I do not get to make very many people happy when they hear from me. This was one phone call I was very very happy to make.

Currently Sawyer County has 1,253 open cases representing both IV-D and non-IV-D. (see attached).

Also attached is the comparison of Medical Support Liabilities between 2019 and 2020 by county.

#### Performance:

|                   | December 2020 | January 2021 |
|-------------------|---------------|--------------|
| Court Order:      | 89.03%        | 88.97%       |
| Paternity:        | 96.70%        | 98.35%       |
| Child Support Pd: | 67.75%        | 68.36%       |
| Arrears Pymt:     | 47.76%        | 54.45%       |

3/1/2021

CICSP330 screen capture

KATSWK XSW006  
03/01/21 09:44:51  
AGENCY ID: 551131  
UNIT: ENF

K I D S  
UNIT ASSIGNMENT DISPLAY  
AGENCY NAME: SAWYER CO CHILD SUPPORT AGENCY

VRP21448 PAGE 01

|   | LOW<br>RANGE | HIGH<br>RANGE | STATUS | CASE WORKER NAME | CASE<br>WORKER ID | NUM<br>RFRLS |
|---|--------------|---------------|--------|------------------|-------------------|--------------|
| 1 | A            | FZZZ          | A      | DAVIDSON         | XSW072            | 389          |
| 2 | G            | MZZZ          | A      | O                | XSW006            | 443          |
| 3 | N            | ZZZZ          | A      | S                | XSW065            | 421          |

SELECT LINE NUMBER TO UPDATE ASSIGNMENTS OR WORKER

F1-HELP F2-JUMP-SAVE F3-MAIN MENU F4-SUB MENU F7-PREV PAG  
F8-NEXT PAGE F12-CANCEL F13-WRKR DETL F14-JUMP-ERASE ENTER-CONTI

State of Wisconsin - Bureau of Child Support  
Medical Support Liabilities Collections and Incentives  
Comparison of MSL between 2019 & 2020

| COUNTY/TRIBE | Total Collections<br>for MSL Incentive<br>Calculation<br>2020 | MSL Incentive<br>15% Net<br>(Rounded)<br>2020 | Total Collections<br>for MSL Incentive<br>Calculation<br>2019 | MSL Incentive<br>15%<br>(Rounded)<br>2019 | Total Collections<br>for MSL Incentive<br>Calculation<br>2020-2019<br>DIFFERENCE | MSL Incentive<br>15%<br>(Rounded)<br>2020-2019<br>DIFFERENCE | Change %<br>2020 Compared<br>To 2019 |
|--------------|---------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| ADAMS        | \$ 21,322.90                                                  | \$ 2,359.00                                   | \$ 27,420.00                                                  | \$ 4,113.00                               | \$ (6,097.10)                                                                    | \$ (1,754.00)                                                | -22.24%                              |
| ASHLAND      | \$ 54,189.69                                                  | \$ 6,953.00                                   | \$ 42,393.33                                                  | \$ 6,359.00                               | \$ 11,796.36                                                                     | \$ 594.00                                                    | 27.83%                               |
| BARRON       | \$ 19,600.08                                                  | \$ 2,498.00                                   | \$ 2,893.33                                                   | \$ 434.00                                 | \$ 16,706.75                                                                     | \$ 2,064.00                                                  | 577.42%                              |
| BAYFIELD     | \$ 691.40                                                     | \$ 100.00                                     | \$ 340.00                                                     | \$ 51.00                                  | \$ 351.40                                                                        | \$ 49.00                                                     | 103.35%                              |
| BROWN        | \$ 1,063,496.75                                               | \$ 141,825.00                                 | \$ 702,226.67                                                 | \$ 105,334.00                             | \$ 361,270.08                                                                    | \$ 36,491.00                                                 | 51.45%                               |
| BUFFALO      | \$ 5,190.05                                                   | \$ 630.00                                     | \$ 4,486.67                                                   | \$ 673.00                                 | \$ 703.38                                                                        | \$ (43.00)                                                   | 15.68%                               |
| BURNETT      | \$ 55,625.94                                                  | \$ 7,308.00                                   | \$ 56,273.33                                                  | \$ 8,441.00                               | \$ (647.39)                                                                      | \$ (1,133.00)                                                | -1.15%                               |
| CALUMET      | \$ 74,511.16                                                  | \$ 9,844.00                                   | \$ 54,566.67                                                  | \$ 8,185.00                               | \$ 19,944.49                                                                     | \$ 1,659.00                                                  | 36.55%                               |
| CHIPPEWA     | \$ 222,383.95                                                 | \$ 28,992.00                                  | \$ 161,813.33                                                 | \$ 24,272.00                              | \$ 60,570.62                                                                     | \$ 4,720.00                                                  | 37.43%                               |
| CLARK        | \$ 39,149.72                                                  | \$ 4,799.00                                   | \$ 42,293.33                                                  | \$ 6,344.00                               | \$ (3,143.61)                                                                    | \$ (1,545.00)                                                | -7.43%                               |
| COLUMBIA     | \$ 118,471.68                                                 | \$ 15,437.00                                  | \$ 110,013.33                                                 | \$ 16,502.00                              | \$ 8,458.35                                                                      | \$ (1,065.00)                                                | 7.69%                                |
| CRAWFORD     | \$ 33,983.49                                                  | \$ 4,873.00                                   | \$ 6,586.67                                                   | \$ 988.00                                 | \$ 27,396.82                                                                     | \$ 3,885.00                                                  | 415.94%                              |
| DANE         | \$ 2,180,552.42                                               | \$ 286,010.00                                 | \$ 1,138,226.67                                               | \$ 170,734.00                             | \$ 1,042,325.75                                                                  | \$ 115,276.00                                                | 91.57%                               |
| DODGE        | \$ 126,760.57                                                 | \$ 16,372.00                                  | \$ 133,513.33                                                 | \$ 20,027.00                              | \$ (6,752.76)                                                                    | \$ (3,655.00)                                                | -5.06%                               |
| DOOR         | \$ 35,212.52                                                  | \$ 4,691.00                                   | \$ 48,020.00                                                  | \$ 7,203.00                               | \$ (12,807.48)                                                                   | \$ (2,512.00)                                                | -26.67%                              |
| DOUGLAS      | \$ 223,373.73                                                 | \$ 29,624.00                                  | \$ 107,666.67                                                 | \$ 16,150.00                              | \$ 115,707.06                                                                    | \$ 13,474.00                                                 | 107.47%                              |
| DUNN         | \$ 73,005.88                                                  | \$ 9,364.00                                   | \$ 76,533.33                                                  | \$ 11,480.00                              | \$ (3,527.45)                                                                    | \$ (2,116.00)                                                | -4.61%                               |
| EAU CLAIRE   | \$ 448,137.23                                                 | \$ 60,113.00                                  | \$ 235,360.00                                                 | \$ 35,304.00                              | \$ 212,777.23                                                                    | \$ 24,809.00                                                 | 90.41%                               |
| FLORENCE     | \$ 13,416.66                                                  | \$ 1,799.00                                   | \$ 5,000.00                                                   | \$ 750.00                                 | \$ 8,416.66                                                                      | \$ 1,049.00                                                  | 168.33%                              |
| FOND DU LAC  | \$ 206,366.65                                                 | \$ 26,943.00                                  | \$ 100,406.67                                                 | \$ 15,061.00                              | \$ 105,959.98                                                                    | \$ 11,882.00                                                 | 105.53%                              |
| FOREST       | \$ 34,526.49                                                  | \$ 4,155.00                                   | \$ 25,253.33                                                  | \$ 3,788.00                               | \$ 9,273.16                                                                      | \$ 367.00                                                    | 36.72%                               |
| GRANT        | \$ 46,889.00                                                  | \$ 6,375.00                                   | \$ 54,693.33                                                  | \$ 8,204.00                               | \$ (7,804.33)                                                                    | \$ (1,829.00)                                                | -14.27%                              |
| GREEN        | \$ 87,239.62                                                  | \$ 11,935.00                                  | \$ 37,580.00                                                  | \$ 5,637.00                               | \$ 49,659.62                                                                     | \$ 6,298.00                                                  | 132.14%                              |
| GREEN LAKE   | \$ 18,378.81                                                  | \$ 1,987.00                                   | \$ 16,806.67                                                  | \$ 2,521.00                               | \$ 1,572.14                                                                      | \$ (534.00)                                                  | 9.35%                                |
| IOWA         | \$ 24,416.58                                                  | \$ 3,221.00                                   | \$ 28,886.67                                                  | \$ 4,333.00                               | \$ (4,470.09)                                                                    | \$ (1,112.00)                                                | -15.47%                              |
| IRON         | \$ -                                                          | \$ -                                          | \$ -                                                          | \$ -                                      | \$ -                                                                             | \$ -                                                         | 0.00%                                |
| JACKSON      | \$ 25,803.98                                                  | \$ 3,337.00                                   | \$ 22,720.00                                                  | \$ 3,408.00                               | \$ 3,083.98                                                                      | \$ (71.00)                                                   | 13.57%                               |
| JEFFERSON    | \$ 156,572.24                                                 | \$ 20,316.00                                  | \$ 119,000.00                                                 | \$ 17,850.00                              | \$ 37,572.24                                                                     | \$ 2,466.00                                                  | 31.57%                               |
| JUNEAU       | \$ 59,095.47                                                  | \$ 7,802.00                                   | \$ 40,353.33                                                  | \$ 6,053.00                               | \$ 18,742.14                                                                     | \$ 1,749.00                                                  | 46.45%                               |
| KENOSHA      | \$ 1,111,889.55                                               | \$ 148,155.00                                 | \$ 545,913.33                                                 | \$ 81,887.00                              | \$ 565,976.22                                                                    | \$ 66,268.00                                                 | 103.68%                              |
| KEWAUNEE     | \$ 14,233.63                                                  | \$ 1,709.00                                   | \$ 17,000.00                                                  | \$ 2,550.00                               | \$ (2,766.37)                                                                    | \$ (841.00)                                                  | -16.27%                              |
| LACROSSE     | \$ 209,617.93                                                 | \$ 27,311.00                                  | \$ 121,006.67                                                 | \$ 18,151.00                              | \$ 88,611.26                                                                     | \$ 9,160.00                                                  | 73.23%                               |
| LAFAYETTE    | \$ 9,688.00                                                   | \$ 1,210.00                                   | \$ 22,606.67                                                  | \$ 3,391.00                               | \$ (12,918.67)                                                                   | \$ (2,181.00)                                                | -57.15%                              |
| LANGLADE     | \$ 175,747.08                                                 | \$ 22,864.00                                  | \$ 72,240.00                                                  | \$ 10,836.00                              | \$ 103,507.08                                                                    | \$ 12,028.00                                                 | 143.28%                              |
| LINCOLN      | \$ 149,788.04                                                 | \$ 20,364.00                                  | \$ 100,180.00                                                 | \$ 15,027.00                              | \$ 49,608.04                                                                     | \$ 5,337.00                                                  | 49.52%                               |
| MANITOWOC    | \$ 339,284.90                                                 | \$ 45,169.00                                  | \$ 212,280.00                                                 | \$ 31,842.00                              | \$ 127,004.90                                                                    | \$ 13,327.00                                                 | 59.83%                               |
| MARATHON     | \$ 238,020.87                                                 | \$ 31,369.00                                  | \$ 245,353.33                                                 | \$ 36,803.00                              | \$ (7,332.46)                                                                    | \$ (5,434.00)                                                | -2.99%                               |
| MARINETTE    | \$ 148,198.05                                                 | \$ 19,311.00                                  | \$ 111,440.00                                                 | \$ 16,716.00                              | \$ 36,758.05                                                                     | \$ 2,595.00                                                  | 32.98%                               |
| MARQUETTE    | \$ 8,328.72                                                   | \$ 1,227.00                                   | \$ 4,340.00                                                   | \$ 651.00                                 | \$ 3,988.72                                                                      | \$ 576.00                                                    | 91.91%                               |
| MILWAUKEE    | \$ 6,739,573.11                                               | \$ 875,744.00                                 | \$ 2,261,366.67                                               | \$ 339,205.00                             | \$ 4,478,206.44                                                                  | \$ 536,539.00                                                | 198.03%                              |
| MONROE       | \$ 106,756.04                                                 | \$ 14,036.00                                  | \$ 101,646.67                                                 | \$ 15,247.00                              | \$ 5,109.37                                                                      | \$ (1,211.00)                                                | 5.03%                                |
| OCONTO       | \$ 78,359.26                                                  | \$ 10,881.00                                  | \$ 81,440.00                                                  | \$ 12,216.00                              | \$ (3,080.74)                                                                    | \$ (1,335.00)                                                | -3.78%                               |
| ONEIDA       | \$ 128,507.47                                                 | \$ 17,141.00                                  | \$ 78,886.67                                                  | \$ 11,833.00                              | \$ 49,620.80                                                                     | \$ 5,308.00                                                  | 62.90%                               |

State of Wisconsin - Bureau of Child Support  
 Medical Support Liabilities Collections and Incentives  
 Comparison of MSL between 2019 & 2020

| COUNTY/TRIBE    | Total Collections<br>for MSL Incentive<br>Calculation<br>2020 | MSL Incentive<br>15% Net<br>(Rounded)<br>2020 | Total Collections<br>for MSL Incentive<br>Calculation<br>2019 | MSL Incentive<br>15%<br>(Rounded)<br>2019 | Total Collections<br>for MSL Incentive<br>Calculation<br>2020-2019<br>DIFFERENCE | MSL Incentive<br>15%<br>(Rounded)<br>2020-2019<br>DIFFERENCE | Change %<br>2020 Compared<br>To 2019 |
|-----------------|---------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| OUTAGAMIE       | \$ 754,561.19                                                 | \$ 102,524.00                                 | \$ 482,980.00                                                 | \$ 72,447.00                              | \$ 271,581.19                                                                    | \$ 30,077.00                                                 | 56.23%                               |
| OZAUCKEE        | \$ 79,344.75                                                  | \$ 10,647.00                                  | \$ 61,553.33                                                  | \$ 9,233.00                               | \$ 17,791.42                                                                     | \$ 1,414.00                                                  | 28.90%                               |
| PEPIN           | \$ 6,307.31                                                   | \$ 710.00                                     | \$ 1,526.67                                                   | \$ 229.00                                 | \$ 4,780.64                                                                      | \$ 481.00                                                    | 313.14%                              |
| PIERCE          | \$ 37,911.95                                                  | \$ 4,706.00                                   | \$ 29,793.33                                                  | \$ 4,469.00                               | \$ 8,118.62                                                                      | \$ 237.00                                                    | 27.25%                               |
| POLK            | \$ 603.51                                                     | \$ 73.00                                      | \$ 1,200.00                                                   | \$ 180.00                                 | \$ (596.49)                                                                      | \$ (107.00)                                                  | -49.71%                              |
| PORTAGE         | \$ 131,074.33                                                 | \$ 17,436.00                                  | \$ 113,360.00                                                 | \$ 17,004.00                              | \$ 17,714.33                                                                     | \$ 432.00                                                    | 15.63%                               |
| PRICE           | \$ 48,682.81                                                  | \$ 6,455.00                                   | \$ 31,933.33                                                  | \$ 4,790.00                               | \$ 16,749.48                                                                     | \$ 1,665.00                                                  | 52.45%                               |
| RACINE          | \$ 1,195,327.82                                               | \$ 159,092.00                                 | \$ 648,460.00                                                 | \$ 97,269.00                              | \$ 546,867.82                                                                    | \$ 61,823.00                                                 | 84.33%                               |
| RICHLAND        | \$ 12,323.22                                                  | \$ 1,675.00                                   | \$ 21,166.67                                                  | \$ 3,175.00                               | \$ (8,843.45)                                                                    | \$ (1,500.00)                                                | -41.78%                              |
| ROCK            | \$ 868,671.75                                                 | \$ 116,593.00                                 | \$ 522,533.33                                                 | \$ 78,380.00                              | \$ 346,138.42                                                                    | \$ 38,213.00                                                 | 66.24%                               |
| RUSK            | \$ 60,877.80                                                  | \$ 8,034.00                                   | \$ 38,013.33                                                  | \$ 5,702.00                               | \$ 22,864.47                                                                     | \$ 2,332.00                                                  | 60.15%                               |
| SAINT CROIX     | \$ 32,473.00                                                  | \$ 4,289.00                                   | \$ 24,273.33                                                  | \$ 3,641.00                               | \$ 8,199.67                                                                      | \$ 648.00                                                    | 33.78%                               |
| SAUK            | \$ 238,910.59                                                 | \$ 31,400.00                                  | \$ 189,066.67                                                 | \$ 28,360.00                              | \$ 49,843.92                                                                     | \$ 3,040.00                                                  | 26.36%                               |
| SAWYER          | \$ 13,142.18                                                  | \$ 1,446.00                                   | \$ 11,480.00                                                  | \$ 1,722.00                               | \$ 1,662.18                                                                      | \$ (276.00)                                                  | 14.48%                               |
| SHAWANO         | \$ 104,125.81                                                 | \$ 14,067.00                                  | \$ 55,686.67                                                  | \$ 8,353.00                               | \$ 48,439.14                                                                     | \$ 5,714.00                                                  | 86.99%                               |
| SHEBOYGAN       | \$ 398,951.43                                                 | \$ 52,367.00                                  | \$ 216,213.33                                                 | \$ 32,432.00                              | \$ 182,738.10                                                                    | \$ 19,935.00                                                 | 84.52%                               |
| TAYLOR          | \$ 35,985.13                                                  | \$ 4,964.00                                   | \$ 50,400.00                                                  | \$ 7,560.00                               | \$ (14,414.87)                                                                   | \$ (2,596.00)                                                | -28.60%                              |
| TREMPEALEAU     | \$ 26,918.65                                                  | \$ 3,915.00                                   | \$ 23,100.00                                                  | \$ 3,465.00                               | \$ 3,818.65                                                                      | \$ 450.00                                                    | 16.53%                               |
| VERNON          | \$ 4,809.07                                                   | \$ 519.00                                     | \$ 12,113.33                                                  | \$ 1,817.00                               | \$ (7,304.26)                                                                    | \$ (1,298.00)                                                | -60.30%                              |
| VILAS           | \$ 46,577.51                                                  | \$ 6,386.00                                   | \$ 43,380.00                                                  | \$ 6,507.00                               | \$ 3,197.51                                                                      | \$ (121.00)                                                  | 7.37%                                |
| WALWORTH        | \$ 425,524.09                                                 | \$ 54,513.00                                  | \$ 350,440.00                                                 | \$ 52,566.00                              | \$ 75,084.09                                                                     | \$ 1,947.00                                                  | 21.43%                               |
| WASHBURN        | \$ 5,883.43                                                   | \$ 873.00                                     | \$ 11,133.33                                                  | \$ 1,670.00                               | \$ (5,249.90)                                                                    | \$ (797.00)                                                  | -47.15%                              |
| WASHINGTON      | \$ 216,884.71                                                 | \$ 28,427.00                                  | \$ 187,506.67                                                 | \$ 28,126.00                              | \$ 29,378.04                                                                     | \$ 301.00                                                    | 15.67%                               |
| WAUKESHA        | \$ 854,863.39                                                 | \$ 114,168.00                                 | \$ 646,813.33                                                 | \$ 97,022.00                              | \$ 208,050.06                                                                    | \$ 17,146.00                                                 | 32.17%                               |
| WAUPACA         | \$ 67,411.68                                                  | \$ 9,179.00                                   | \$ 60,460.00                                                  | \$ 9,069.00                               | \$ 6,951.68                                                                      | \$ 110.00                                                    | 11.50%                               |
| WAUSHARA        | \$ 49,619.69                                                  | \$ 6,112.00                                   | \$ 48,300.00                                                  | \$ 7,245.00                               | \$ 1,319.69                                                                      | \$ (1,133.00)                                                | 2.73%                                |
| WINNEBAGO       | \$ 627,927.74                                                 | \$ 84,397.00                                  | \$ 274,206.67                                                 | \$ 41,131.00                              | \$ 353,721.07                                                                    | \$ 43,266.00                                                 | 129.00%                              |
| WOOD            | \$ 289,309.60                                                 | \$ 39,168.00                                  | \$ 169,140.00                                                 | \$ 25,371.00                              | \$ 120,169.60                                                                    | \$ 13,797.00                                                 | 71.05%                               |
| STATEWIDE TOTAL | \$ 21,561,361.45                                              | \$ 2,840,288.00                               | \$ 11,703,260.00                                              | \$ 1,755,489.00                           | \$ 9,858,101.45                                                                  | \$ 1,084,799.00                                              | 84.23%                               |

NOTE:

MSL Incentive 15% Net (Rounded) 2020 refers to the takeback of FFP 66% that began July 2020 because MSL is Program Revenue.  
 The takeback affects the FFP reimbursement the county receives.





John Froemel  
Sawyer County Coroner, CCEMT-P  
10676 Nyman Ave.  
Hayward, WI 54843  
(715) 638-3354  
Coroner@Sawyercountygov.org

Coroner's Update: Had a meeting with Tom and other departments about the unsafe living conditions we have been seeing on our death scene's. Jim or I are going to be attending APS-I team meeting's to see about streamlining a process to get resident's help before things get out of hand.

Drug Overdoses are still on the rise in the county. The drugs that we are seeing in overdoses are Fentanyl and Methamphetamine.



Fentanyl is a synthetic opioid that is 100 time's stronger than morphine. It is added to heroin to increase its potency. Most user's of heroin don't know that they are actually purchasing Fentanyl. Fentanyl comes in many forms and is easily absorbed through the skin. Accidental overdoses from Fentanyl by law-enforcement and EMS are becoming more common.



Methamphetamine is a stimulant that speeds up the body system. It was used to treat ADHD it's highly addictive and is being mixed with heroin or Fentanyl to increase the "High" that users get.  
<https://www.dea.gov/>

Deaths To Date: 40

Overdoses: 2

Suicides: 3



## EMERGENCY GOVERNMENT

5116N Crawford St

Winter, WI 54896

715-634-2004

[psanchez@sawyercountygov.org](mailto:psanchez@sawyercountygov.org)

### March 4, 2021, Public Safety Committee Report

- Continue to work on PPE ordering, stocking and distributing.
- March 3<sup>rd</sup> is last day of scheduled Covid Testing at the Winer FH. Testing may continue later, but moving towards possible NG vaccination site.
- Will be working with the National Guard on a National Level Patriots Exercise at Volk Field this June working with Fire, Law, EMS, SAR, Military and WEM. This will give me required exercise and training credit for my state Plan of Work.
- EOP is completed and uploaded on the county internal site.
- Besides Covid, the next few months will be focusing on getting all the hazmat plans and municipality EOPs updated.

#### Meetings and Trainings Attended:

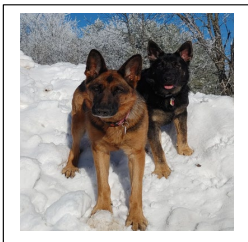
- Meetings via phone/virtual every week or bi-weekly regarding Pandemic with WEM, SEOC, PH.
- Multi-trail Coordination
- Fire Association Meeting
- Traffic Safety Meeting
- WEM regional Meeting

#### SAR:

- Members are volunteering with pandemic response by helping with testing and vaccination clinics.

Submitted: 02/26/21

Patricia Sanchez, CEM  
Sawyer County Emergency Manager  
SCSAR Coordinator



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS  
AND  
SAWYER COUNTY BOARD OF SUPERVISORS  
CONCERNING THE SAWYER COUNTY CRIMINAL JUSTICE COORDINATION  
COMMITTEE**

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This Memorandum of Understanding ("MOU") is entered into by the Lac Courte Oreilles Tribal Governing Board ("Tribal Governing Board"); the Sawyer County Board of Supervisors ("County Board").

**Recitals:**

The Lac Courte Oreilles Tribal Governing Board serves as the governing body of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians ("Tribe") pursuant to Article III, Section 1 of the Lac Courte Oreilles Constitution and Bylaws, as amended in 1966.

The Sawyer County Board of Supervisors serves as the governing body for Sawyer County and is tasked with coordinating necessary services for the residents of Sawyer County, pursuant to the Wisconsin Constitution Article IV, Section 22 and Section 23; See also Wis. Stat. §§59.03 and §§59.10 (2)(3) (5).

**Purpose:**

The primary purpose of this MOU is to recognize and solidify the relationship between the Tribal Governing Board and the County Board in their efforts to assist with the provision of criminal justice services in Sawyer County. The existing criminal justice services in Sawyer County are; the Circuit Court, Tribal Court, County District Attorney's Office, Tribal Legal Department, Sawyer County Sheriff's Department, Tribal Police Department, Department of Corrections as well as Mental Health and Substance Facilitators.

The secondary purpose of this MOU is to establish and support a Criminal Justice Coordinating Committee that shall assist the existing criminal justice services provided in Sawyer County by coordinating the services provided so that strategies can be developed to ensure the efficient and effective deployment of both county and tribal resources.

**Roles and Responsibilities:**

**Tribal Governing Board:**

The Tribal Governing Board shall provide two (2) board members, or designate representatives, to serve on the Criminal Justice Coordinating Committee. Those two (2) members will participate with the CJCC and represent tribal interests in developing efficient and effective services for tribal members as well as county residents.

Sawyer County:

The County Board shall provide two (2) board members, or designate representatives, to serve on the Criminal Justice Coordinating Committee. Those two (2) members will participate with the CJCC and represent county interests in developing efficient and effective services for county residents as well as tribal members.

**Contributions:**

The County agrees to provide a minimum sum of Fifty Thousand dollars (\$50,000.00) annually for the next three (3) budget years with the purpose of establishing and maintaining a Criminal Justice Coordinating Committee. The Tribal Governing Board agrees to provide Fifty Thousand dollars (\$50,000.00) annually for the next three (3) budget years. The funds provided by the tribe and the county shall be coordinated through the Sawyer County Administration and used for purposes of this agreement and subsequent documents created consistent with the agreement. One of those purposes, will be to fund Justice Point to collect data for the purposes of developing programing to address the criminal justice and rehabilitation needs for residents of Sawyer County and tribal members.

**Timeframe:**

This Memorandum of Understanding shall become effective on Monday, February 1, 2021 and shall remain in effect for a period of three years and shall terminate on January 31, 2024.

**Establishment of Responsibility:**

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against Sawyer County or the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, its agencies, its officers, or any other person.

**Principal Contacts:**

**Tribal Governing Board**  
**Louis Taylor**  
**Chairman**  
**13394W Trepania Rd**  
**Hayward, WI 54843**

**Sawyer County Board**  
**Tweed Shuman**  
**Chairman**  
**10610 Main St,**  
**Hayward, WI 54843**

**Authorized Representatives:**

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

This Memorandum of Understanding is the complete agreement between Lac Courte Oreilles Tribal Governing Board and the Sawyer County Board of Supervisors; and this agreement shall be amended only by written agreement signed by each of the parties involved.

**THE PARTIES HERETO have executed this instrument.**

Lac Courte Oreilles Tribal Governing Board

\_\_\_\_\_  
Louis Taylor  
Chairman

\_\_\_\_\_  
DATE

Sawyer County Board of Supervisors

\_\_\_\_\_  
Tweed Shuman  
Chairman

\_\_\_\_\_  
DATE



**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS  
AND  
SAWYER COUNTY BOARD OF SUPERVISORS  
CONCERNING THE SAWYER COUNTY CRIMINAL JUSTICE COORDINATION  
COMMITTEE**

This Amendment to the Memorandum of Understanding (“MOU”) is entered into by the Lac Courte Oreilles Tribal Governing Board (“Tribal Governing Board”) and the Sawyer County Board of Supervisors (“County Board”).

The Parties wish to amend the Section related to Roles and Responsibilities to allow for each party to include one more individual as a representative. The intent is that each party would like to include their respective judges on the Committee. The Tribe will add the Tribal Court Judge as an additional representative and the County Board of Supervisors will add the Judge for the Sawyer County Circuit Court.

This Amendment is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against Sawyer County or the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, its agencies, its officers, or any other person.

**Principal Contacts:**

**Tribal Governing Board  
Louis Taylor  
Chairman  
13394W Trepania Rd  
Hayward, WI 54843**

**Sawyer County Board  
Tweed Shuman  
Chairman  
10610 Main St,  
Hayward, WI 54843**

**Authorized Representatives:**

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

This Amendment only modifies the section mentioned above in relation to the MOU between Lac Courte Oreilles Tribal Governing Board and the Sawyer County Board of Supervisors. The MOU and this Amendment shall be amended only by written agreement signed by each of the parties involved.

**THE PARTIES HERETO have executed this Amendment.**

Lac Courte Oreilles Tribal Governing Board

\_\_\_\_\_  
Louis Taylor  
Chairman

\_\_\_\_\_  
DATE

Sawyer County Board of Supervisors

\_\_\_\_\_  
Tweed Shuman  
Chairman

\_\_\_\_\_  
DATE



**Nate Dunston**  
*Sawyer County Ambulance Director*



Monday, March 1, 2021

10610 Main Street, Suite 58. - Hayward, WI 54843

Phone **715-638-3458**

Fax **715-634-6862**

Email [ambulance@sawyercountygov.org](mailto:ambulance@sawyercountygov.org)

To: Public Safety

Subject: March Ambulance Report

Events:

Birkie Standby – No Calls for 5 days.

Pre-Birkie – 3/6/21

Staffing:

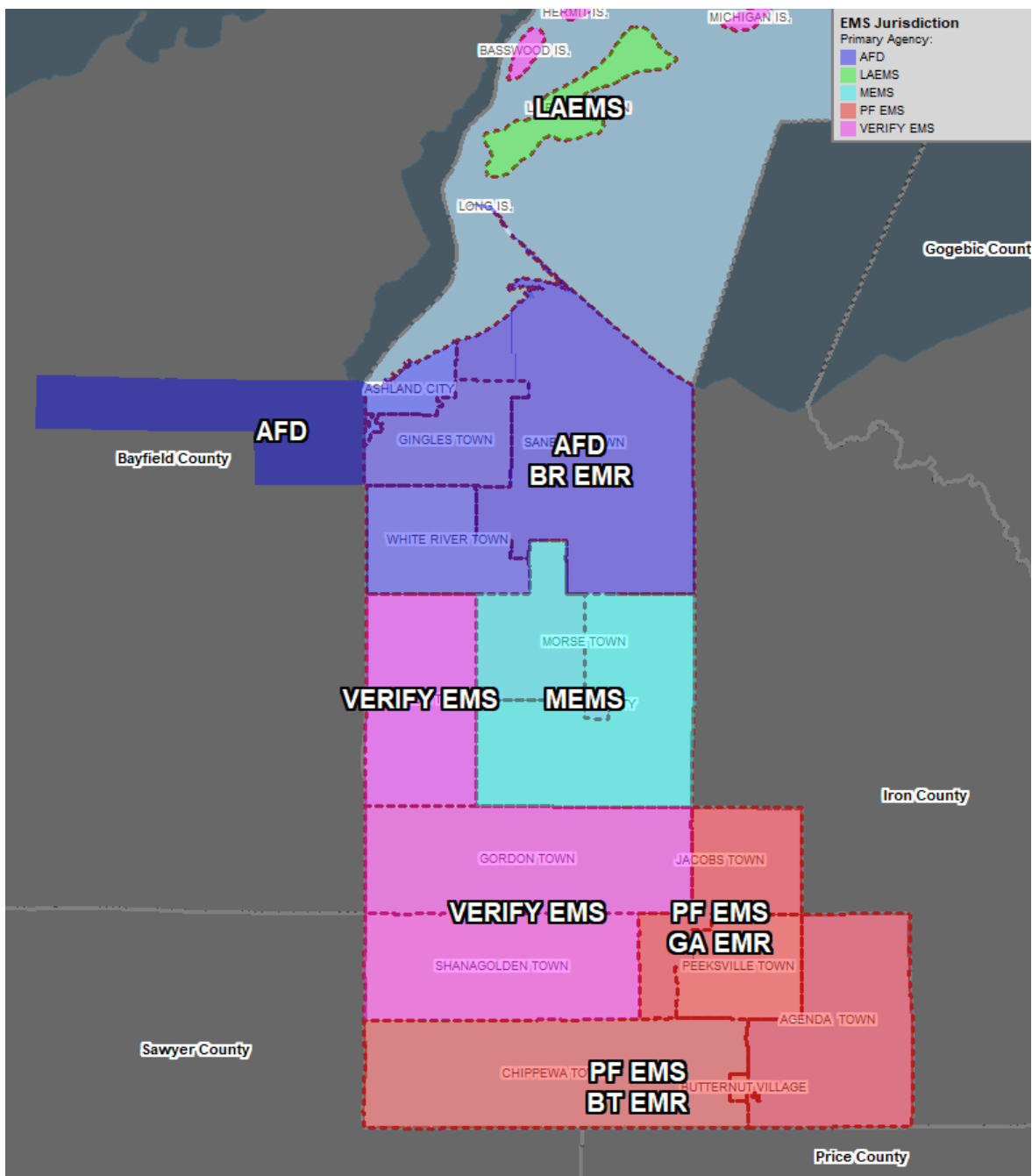
One full-time EMT starting orientation 3/18.

One full-time EMT position is open and posted.

Operations:

Started using Time Clock Plus on Monday.

Have been getting requests for information about the ambulance service from multiple different counties and jurisdictions. Including Ashland County.



## Call Volume

|           |     |          |  |      |  |      |      |      |     |         |         |       |
|-----------|-----|----------|--|------|--|------|------|------|-----|---------|---------|-------|
| 2021      |     |          |  |      |  |      |      |      |     |         |         |       |
|           | 911 | Transfer |  |      |  | HAMH | RUSK | PARK | LMC | SPOONER | ASHLAND | OTHER |
| January   | 179 | 58       |  | 237  |  | 32   | 22   | 0    | 4   | 0       | 0       | 0     |
| February  | 137 | 48       |  | 185  |  | 28   | 19   | 0    | 1   | 0       | 0       | 0     |
| 2020      |     |          |  |      |  |      |      |      |     |         |         |       |
|           | 911 | Transfer |  |      |  | HAMH | RUSK | PARK | LMC | Spooner | Ashland | Other |
| January   | 148 | 60       |  | 208  |  | 37   | 15   | 2    | 1   | 3       | 1       | 1     |
| February  | 149 | 64       |  | 213  |  | 35   | 23   | 1    | 1   | 2       | 2       | 0     |
| March     | 111 | 58       |  | 169  |  | 27   | 27   | 1    | 0   | 2       | 1       | 0     |
| April     | 125 | 52       |  | 177  |  | 22   | 26   | 1    | 2   | 1       | 0       | 0     |
| May       | 129 | 52       |  | 181  |  | 21   | 22   | 0    | 6   | 3       | 0       | 0     |
| June      | 152 | 65       |  | 217  |  | 30   | 18   | 0    | 9   | 4       | 2       | 2     |
| July      | 204 | 80       |  | 284  |  | 42   | 27   | 0    | 4   | 6       | 1       | 0     |
| August    | 180 | 76       |  | 256  |  | 34   | 31   | 0    | 7   | 3       | 1       | 0     |
| September | 154 | 58       |  | 212  |  | 26   | 21   | 0    | 6   | 3       | 2       | 0     |
| October   | 128 | 46       |  | 174  |  | 25   | 19   | 0    | 2   | 0       | 0       | 0     |
| November  | 221 | 59       |  | 280  |  | 24   | 31   | 0    | 2   | 0       | 2       | 0     |
| December  | 165 | 52       |  | 217  |  | 34   | 18   | 0    | 0   | 0       | 0       | 0     |
| Total:    |     |          |  | 2588 |  |      |      |      |     |         |         |       |
| 2019      |     |          |  |      |  |      |      |      |     |         |         |       |
|           | 911 | Transfer |  |      |  | HAMH | RUSK | PARK | LMC | Spooner | Ashland | Other |
| January   | 188 | 61       |  | 249  |  | 30   | 26   | 1    | 1   | 2       | 1       | 0     |
| February  | 155 | 54       |  | 209  |  | 29   | 20   | 1    | 1   | 2       | 1       | 0     |
| March     | 179 | 51       |  | 230  |  | 31   | 16   | 1    | 2   | 0       | 1       | 0     |



# SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF

JOSEPH E. SAJDERA - CHIEF DEPUTY

February 28, 2021

## Sawyer County Communications Center

- The Joint Powers Agreements have been approved by the County Board and were sent to the municipalities for signing.
- Renovations have started in the Communication Center. The center has been temporarily moved to the classroom of the Sheriff's Office. Electrical and plumbing contractors are currently working on their portion of the renovation. The project will take approximately 4 weeks to complete pending arrival of new equipment.
- Still Waiting on return contract from North Memorial, very hopeful to start pre-arrival medical in the upcoming months.

### Total number of phone calls received

February 2020 – 3,528

February 2021 – 3,297

### Calls for Service (CADs)

February 2020 – 1,685

February 2021 – 1,271

*Cory Sulley*  
*Dispatch Supervisor*

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15880 FIFTH STREET • POST OFFICE BOX 567 • HAYWARD, WI 54843 • [SAWYERCOUNTYGOV.ORG](http://SAWYERCOUNTYGOV.ORG)

ADMIN  
715-634-4858

FAX  
715-634-1309

DISPATCH  
715-634-5213

JAIL  
715-634-9120

FAX  
715-634-3845



## Sawyer County Sheriff's Office

### Total CAD Calls Received, by Nature of Call

| <u>Nature of Call</u>         | <u>Total Calls Received</u> | <u>% of Total</u> |
|-------------------------------|-----------------------------|-------------------|
| 911 HANGUP                    | 56                          | 4.41              |
| ACCIDENT DEER VS CAR          | 12                          | 0.94              |
| ACCIDENT INJURY               | 4                           | 0.31              |
| ACCIDENT PROPERTY DAMAGE ONLY | 18                          | 1.42              |
| ALARM                         | 47                          | 3.70              |
| ANIMAL                        | 34                          | 2.68              |
| ASSAULT                       | 1                           | 0.08              |
| ASSIST OTHER AGENCY           | 18                          | 1.42              |
| ASSIST CITIZEN                | 12                          | 0.94              |
| ASSIST MOTORIST               | 3                           | 0.24              |
| BUILDING/AREA CHECK           | 17                          | 1.34              |
| BURGLARY                      | 2                           | 0.16              |
| CARBON MONOXIDE               | 1                           | 0.08              |
| CHILD ABUSE NEGLECT           | 2                           | 0.16              |
| CHILD CUSTODY                 | 5                           | 0.39              |
| CIVIL MATTER                  | 8                           | 0.63              |
| CRIMINAL DAMAGE TO PROPERTY   | 4                           | 0.31              |
| DEATH INVESTIGATION           | 3                           | 0.24              |
| DISABLED VEHICLE              | 46                          | 3.62              |
| DISORDERLY CONDUCT            | 1                           | 0.08              |
| DISTURBANCE                   | 21                          | 1.65              |
| DNR COMPLAINT                 | 4                           | 0.31              |
| DOMESTIC DISTURBANCE          | 8                           | 0.63              |
| DRIVING COMPLAINT             | 16                          | 1.26              |
| DRUG COMPLAINT                | 12                          | 0.94              |
| EMS REQUEST                   | 145                         | 11.41             |
| EMS TRANSFER ALS              | 14                          | 1.10              |
| EMS TRANSFER BLS              | 24                          | 1.89              |
| ESCAPE PRISONER               | 1                           | 0.08              |
| Extra Patrol Request          | 3                           | 0.24              |
| FAMILY TROUBLE                | 1                           | 0.08              |
| FIGHT                         | 3                           | 0.24              |
| FIRE ALARM                    | 4                           | 0.31              |
| FIRE REQUEST                  | 14                          | 1.10              |
| FOUND ITEM                    | 2                           | 0.16              |
| FRAUD                         | 6                           | 0.47              |
| GAS DRIVE OFF                 | 7                           | 0.55              |
| HARASSMENT                    | 10                          | 0.79              |
| HIT AND RUN                   | 1                           | 0.08              |
| Information Call              | 94                          | 7.40              |
| INTOXICATED DRIVER            | 1                           | 0.08              |
| INTOXICATED PERSON            | 4                           | 0.31              |

| <u>Nature of Call</u>             | <u>Total Calls Received</u> | <u>% of Total</u> |
|-----------------------------------|-----------------------------|-------------------|
| JAIL COMPLAINT                    | 24                          | 1.89              |
| JUV ALCOHOL                       | 1                           | 0.08              |
| JUV RUNAWAY                       | 1                           | 0.08              |
| JUVENILE ISSUE                    | 2                           | 0.16              |
| KEEP PEACE                        | 5                           | 0.39              |
| LITTERING                         | 1                           | 0.08              |
| LOST ITEM                         | 2                           | 0.16              |
| NEIGHBOR DISPUTE                  | 1                           | 0.08              |
| NOISE COMPLAINT                   | 1                           | 0.08              |
| OWI ARREST                        | 4                           | 0.31              |
| PAPER SERVICE ATTEMPT             | 37                          | 2.91              |
| PARKING COMPLAINT                 | 2                           | 0.16              |
| PERSON WITH GUN                   | 1                           | 0.08              |
| PORNOGRAPHY                       | 1                           | 0.08              |
| RECOVERED PROPERTY                | 1                           | 0.08              |
| REPOSESSION                       | 2                           | 0.16              |
| ROAD HAZARD                       | 11                          | 0.87              |
| SEARCH WARRANT                    | 1                           | 0.08              |
| SEXUAL ASSAULT                    | 6                           | 0.47              |
| SUICIDALPERSON                    | 9                           | 0.71              |
| SUSPICIOUS PERSON,<br>CIRCUMSTANC | 37                          | 2.91              |
| SUSPICIOUS VEHICLE                | 8                           | 0.63              |
| test                              | 1                           | 0.08              |
| THEFT                             | 14                          | 1.10              |
| THEFT FROM A VEHICLE              | 2                           | 0.16              |
| THEFT OF VEHICLE                  | 8                           | 0.63              |
| THEFT RETAIL                      | 8                           | 0.63              |
| TRAFFIC ASSIGNMENT                | 1                           | 0.08              |
| TRAFFIC PURSUIT                   | 1                           | 0.08              |
| TRAFFIC STOP                      | 232                         | 18.25             |
| TRESPASS                          | 11                          | 0.87              |
| TRUANCY                           | 14                          | 1.10              |
| TRAFFIC STOP ATV                  | 2                           | 0.16              |
| TRAFFIC STOP SNOWMOBILE           | 37                          | 2.91              |
| UNWANTED SUBJECT                  | 11                          | 0.87              |
| VEHICLE RUNOFF                    | 28                          | 2.20              |
| VIOLATION OF RESTRAINING<br>ORDER | 3                           | 0.24              |
| WANTED PERSON                     | 16                          | 1.26              |
| WARRANT CHECK                     | 1                           | 0.08              |
| WELFARE CHECK                     | 34                          | 2.68              |

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Total reported: 1271

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**Report Includes:**
All dates between '00:00:00 02/01/21' and '07:48:20 02/28/21', All nature of incidents, All cities, All types, All priorities,  
All agencies



# SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF

JOSEPH E. SAJDERA - CHIEF DEPUTY

**March 1, 2021**

**Patrol Report- Attached.**

- Patrol calls volume continues to trend steadily for the past 3 months, Dec '20 was 863, Jan '21 with 879, while Feb '21 is 719. A decrease of 214 calls from Feb '20, which was 933. This mainly attributed to the low in person Birkie turn out and decreased population in our area.
- Area Lions club postponed their 29<sup>th</sup> Annual Pre-Birkie Event from February 13, 2021 to March 6, 2021. Rough estimate of participants is 500. There will be two deputies tasked with Traffic Flow Management for the event.
- The 2021 Slumberland American Birkebeiner Wednesday-Sunday, February 24-28, 2021 was successful and there no major incident and only some minor traffic mangement issues at a few of the crossing sites. Race turnout over the course of the week was approximetly 4393 participants. Birkie staff received numerous complements about how engaging and helpful the deputies stationed there were.

Respectfully Submitted,

Lt. Gregory G Ripczinski  
Sawyer County Sheriff's Dept.  
Patrol Administrator

15880 FIFTH STREET • POST OFFICE BOX 567 • HAYWARD, WI 54843 • SAWYERCOUNTYGOV.ORG

ADMIN  
715-634-4858

FAX  
715-634-1309

DISPATCH  
715-634-5213

JAIL  
715-634-9120

FAX  
715-634-3845



## Sawyer County Sheriff's Office

### Total CAD Calls Received, by Nature of Call

| <u>Nature of Call</u>         | <u>Total Calls Received</u> | <u>% of Total</u> |
|-------------------------------|-----------------------------|-------------------|
| 911 HANGUP                    | 46                          | 6.40              |
| ACCIDENT DEER VS CAR          | 10                          | 1.39              |
| ACCIDENT INJURY               | 4                           | 0.56              |
| ACCIDENT PROPERTY DAMAGE ONLY | 9                           | 1.25              |
| ALARM                         | 40                          | 5.56              |
| ANIMAL                        | 12                          | 1.67              |
| ASSIST OTHER AGENCY           | 13                          | 1.81              |
| ASSIST CITIZEN                | 11                          | 1.53              |
| ASSIST MOTORIST               | 3                           | 0.42              |
| BUILDING/AREA CHECK           | 2                           | 0.28              |
| BURGLARY                      | 2                           | 0.28              |
| CHILD ABUSE NEGLECT           | 2                           | 0.28              |
| CHILD CUSTODY                 | 3                           | 0.42              |
| CIVIL MATTER                  | 5                           | 0.70              |
| CRIMINAL DAMAGE TO PROPERTY   | 1                           | 0.14              |
| DEATH INVESTIGATION           | 1                           | 0.14              |
| DISABLED VEHICLE              | 35                          | 4.87              |
| DISORDERLY CONDUCT            | 1                           | 0.14              |
| DISTURBANCE                   | 19                          | 2.64              |
| DNR COMPLAINT                 | 1                           | 0.14              |
| DOMESTIC DISTURBANCE          | 8                           | 1.11              |
| DRIVING COMPLAINT             | 13                          | 1.81              |
| DRUG COMPLAINT                | 7                           | 0.97              |
| EMS REQUEST                   | 30                          | 4.17              |
| ESCAPE PRISONER               | 1                           | 0.14              |
| Extra Patrol Request          | 3                           | 0.42              |
| FAMILY TROUBLE                | 1                           | 0.14              |
| FIGHT                         | 3                           | 0.42              |
| FIRE ALARM                    | 2                           | 0.28              |
| FIRE REQUEST                  | 4                           | 0.56              |
| FOUND ITEM                    | 1                           | 0.14              |
| FRAUD                         | 3                           | 0.42              |
| GAS DRIVE OFF                 | 2                           | 0.28              |
| HARASSMENT                    | 2                           | 0.28              |
| INTOXICATED DRIVER            | 1                           | 0.14              |
| INTOXICATED PERSON            | 3                           | 0.42              |
| JAIL COMPLAINT                | 23                          | 3.20              |
| JUV ALCOHOL                   | 1                           | 0.14              |
| JUV RUNAWAY                   | 1                           | 0.14              |
| JUVENILE ISSUE                | 1                           | 0.14              |
| KEEP PEACE                    | 2                           | 0.28              |
| LITTERING                     | 1                           | 0.14              |



| <u>Nature of Call</u>             | <u>Total Calls Received</u> | <u>% of Total</u> |
|-----------------------------------|-----------------------------|-------------------|
| LOST ITEM                         | 2                           | 0.28              |
| OWI ARREST                        | 4                           | 0.56              |
| PAPER SERVICE ATTEMPT             | 27                          | 3.76              |
| PERSON WITH GUN                   | 1                           | 0.14              |
| PORNOGRAPHY                       | 1                           | 0.14              |
| PROBATION VIOLATION               | 1                           | 0.14              |
| REPOSESSION                       | 2                           | 0.28              |
| ROAD HAZARD                       | 6                           | 0.83              |
| SEARCH WARRANT                    | 1                           | 0.14              |
| SEXUAL ASSAULT                    | 4                           | 0.56              |
| SUICIDALPERSON                    | 9                           | 1.25              |
| SUSPICIOUS PERSON,<br>CIRCUMSTANC | 30                          | 4.17              |
| SUSPICIOUS VEHICLE                | 7                           | 0.97              |
| THEFT                             | 5                           | 0.70              |
| THEFT FROM A VEHICLE              | 1                           | 0.14              |
| THEFT OF VEHICLE                  | 6                           | 0.83              |
| THEFT RETAIL                      | 2                           | 0.28              |
| TRAFFIC PURSUIT                   | 1                           | 0.14              |
| TRAFFIC STOP                      | 167                         | 23.23             |
| TRESPASS                          | 6                           | 0.83              |
| TRUANCY                           | 6                           | 0.83              |
| TRAFFIC STOP ATV                  | 1                           | 0.14              |
| TRAFFIC STOP SNOWMOBILE           | 27                          | 3.76              |
| UNWANTED SUBJECT                  | 7                           | 0.97              |
| VEHICLE RUNOFF                    | 25                          | 3.48              |
| VIOLATION OF RESTRAINING<br>ORDER | 3                           | 0.42              |
| WANTED PERSON                     | 15                          | 2.09              |
| WARRANT CHECK                     | 1                           | 0.14              |
| WELFARE CHECK                     | 18                          | 2.50              |

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Total reported: 719

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**Report Includes:**

All dates between '00:00:01 02/01/21' and '23:59:59 02/28/21', All nature of incidents, All cities, All types, All priorities,  
All agencies matching 'SWSO'



# SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF

JOSEPH E. SAJDERA - CHIEF DEPUTY

## February 2021 Jail Report

|                                 | <u>February</u> | <u>YTD</u> |
|---------------------------------|-----------------|------------|
| Average Daily Population Total: | <b>82.68</b>    | 82.48      |
| Females:                        | 14.36           | 14.67      |
| Males:                          | 68.32           | 67.81      |

|                                     |       |       |
|-------------------------------------|-------|-------|
| Average Probation incarceration:    | 16    | (19%) |
| Average Pre-Sentence incarceration: | 32.68 | (40%) |
| Average Sentenced incarceration:    | 34    | (41%) |

Currently on Electronic Monitoring: 6 (as of 2/28/2021)

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715-634-3845

## SAWYER COUNTY JAIL

### Daily Population Report

Date: **02/28/21**  
 Prepared By: **CARLSON #386**

### PRISONER LOCATION

| Location                 | Sawyer    | Boarders | Total Inmates |       |
|--------------------------|-----------|----------|---------------|-------|
| Secure Wing              | 41        | 0        | 41            |       |
| Huber Wing               | 37        | 0        | 37            | #REF! |
| <b>Total in Facility</b> | <b>78</b> | <b>0</b> | <b>78</b>     |       |
| Hospital                 | 2         | 0        | 2             |       |
| Other Jails              | 0         | 0        | 0             |       |
| Monitor                  | 6         | 0        | 6             |       |
| <b>Total Adults</b>      | <b>86</b> | <b>0</b> | <b>86</b>     |       |
| Juvenile Detention       | 0         |          | 0             |       |
| <b>Total Assigned</b>    | <b>86</b> | <b>0</b> | <b>86</b>     |       |

### REASON FOR INCARCERATION

| Status                           | Code | Total Inmates | NOTES                          |
|----------------------------------|------|---------------|--------------------------------|
| BAC Over .04%                    | BAC  | 2             | ELECTRONIC MONITOR: KENT JOKI. |
| Cash Bond                        | CB   | 34            | JOHN WILBER, BILLY ST CLAIR,   |
| Hold for Other County            | OC   | 0             | CATRINA WHITE, ALAN JOHNSON,   |
| New Arrestee Awaiting Court      | AC   | 1             | JOHNNY SMITH                   |
| Pending Revocation               | REV  | 0             | MENDOTA MENTAL HEALTH: PETER   |
| P&P Hold Only                    | HOL  | 12            | FARNSWORTH AND HAMH:           |
| Sentenced Inmate                 | SEN  | 34            |                                |
| Sitting off Pay or Stay Warrants | WAR  | 0             |                                |
| Writ for Court                   | WRI  | 0             |                                |
| Drug Court Hold                  | DC   | 0             |                                |
| LCO Court Hold                   | LCO  | 0             |                                |
| 90 Day Payable Hold              | 90D  | 1             |                                |
| Convicted Awaiting Sentencing    | CAS  | 2             |                                |
| Caseworker Hold (Juv)            | CWH  | 0             |                                |
| Temporary Physical Custody (Juv) | TPC  | 0             |                                |
| <b>TOTAL</b>                     |      | <b>86</b>     |                                |

### RACE

|                                   |           |
|-----------------------------------|-----------|
| <b>White (Including Hispanic)</b> | <b>31</b> |
| <b>Native</b>                     | <b>49</b> |
| <b>Black</b>                      | <b>5</b>  |
| <b>Asian</b>                      | <b>0</b>  |
| <b>Other</b>                      | <b>1</b>  |
| <b>TOTAL</b>                      | <b>86</b> |

### GENDER

|               | In County | Out of County | Monitor  | Total     |
|---------------|-----------|---------------|----------|-----------|
| <b>Male</b>   | 62        | 0             | 5        | <b>67</b> |
| <b>Female</b> | 18        | 0             | 1        | <b>19</b> |
| <b>TOTAL</b>  | <b>80</b> | <b>0</b>      | <b>6</b> | <b>86</b> |

Sawyer County Communications System Specialist – Mar 2021 PS Committee Report

- 1.) **SWLAW-D** – Working to adjust audio levels as the new system is different audio than WISCOM continues to take place. The audio is different because it not filtered and processed like WISCOM. With WISCOM it comes into the towers and basically into a computer and the audio is processed for usage. It is then sent out like a refined audio (much like a MP3) and then sent out to the other sites. This set-up also works in a routed manner in which it comes into the tower (locally), then goes down to the Madison main switch, and then back up to the towers in the area.

Our new system takes the traffic in locally, sends it out to the towers locally, and then it is transmitted. It does not go through a server or sent outside of the county like WISCOM. The advantage of this is that we are not dependent upon links to servers and the likes. The only, per say, bad side is that audio is not as refined or polished like some would like it to be overall. This means if that someone is yelling or talking loudly into the microphone (or talking very quietly or softly) it will come out the other end.

One other part that some have reported as a difference between the systems is that you do not get ‘bonked’ as you would on WISCOM. The WISCOM system will not let you talk at the same time someone else is talking. If you attempted to key-up over the other person talking your radio will emit a lower tone beep while the microphone button is pressed. This is referred to as a BONK and once the person is done talking they could then keyup and talk.

With the new system no ‘BONK’ exists in the system and if someone talks over someone the strongest signal to the tower wins. This has been noticed at times with the new system and if either user is unaware no one knows that it occurred. In turn the user thinks they did not go out over the system, they then think the system failed. However, in the end it is people just ‘doubling’ (talking at the same time) on the system.

- 2.) **Radio repair** – As the new system usage has taken place issues with radios that have been covered up by WISCOM or thought to be due to WISCOM have come to light. Bad or impaired antennas, radios not performing to spec, or operational issues are coming to light. These are being addressed in a one on one manner. Antennas are checked, radio performance is checked, and operational issues are observed (if needed).

One case in point is that the new radio in 397’s squad was only putting out about 50% of the normal power that it should be last week. His reported issues with the new system were very defined in that no other radios were having issues. I tested the radio and when the issues were found I removed the radio, drove down to General Communications in Eau Claire, picked up a replacement radio (set to go into another squad), and travel back to reinstall the radio so his squad was operational.

I am suspect that another new squad build with a new radio could have the same issue. I am working to schedule it out this week (as of the writing of this report). This is an advantage to having an in-house person to test and troubleshoot radios.

- 3.) **Coverage Improvements** – While the new system has increased coverage in some areas it has also maintained coverage in some areas that WISCOM has the coverage. This is due to the fact that we are co-located on some towers that WISCOM is also located (i.e. Pipestone). Areas that are of concern have been expressed where no coverage for WISCOM existed and we can do it on the new system. Examples are –

Schools – Reports that people can now receive in the schools are made but transmitting from inside is still difficult. The Water Tower in Hayward should help with this coverage issue.

Village of Winter – Street level has tested good but inside buildings or homes is difficult in this case.

Western/West Central – WISCOM (even cell phones) have issues and testing to see about locating on a tower is taking place.

This is where we can do this with our own system as compared to being on WISCOM. With our system we can add sites and add coverage where we need it. With WISCOM we would have a greater difficult in abilities to add a site or shape coverage. Not to also mention a huge cost involved in the situation to add a WISCOM site (approx. \$500,000 for a site for WISCOM)

- 4.) **Continued Channel Expansion** – Still working on bringing the new paging system on-line while we are still working on the minor issues with the SWLAW-D channel. Paging is a one way system much like how a FM radio station works. Dispatch sends the page and it is broadcasted across the towers. The pages are received by pagers or radios and then are alerted in this manner. We will have a coverage increase as the paging sites will be going from three in the county to a total of six transmitters in the county.

As paging is completed then the Fire and Common channel will be put into operation. It is being done in a channel by channel fashion in order to ensure that adjustments or minor changes that might need to be made can be made. These are once again on an as needed basis for the changes.

- 5.) **Additional work** – As stated above antenna checks, radio checks, and coverage checks are being done on an as needed basis.

Submitted by: John Kruk – Contracted Communications System Specialist for Sawyer County

**The following are complaints addressed by the Sawyer County Animal Control Officer 02/03/2021 thru 03/03/2021:**

Animal At Large(Aggressive): C Hayward, V Winter (2)

Animal At Large: Lenroot,C Hayward, T Hayward, Spider Lk, T Hayward, T Hayward, Lenroot, C Hayward, Round Lk (9)

Dog Bite/Exposure: Round Lk, Round Lk, C Hayward, T Winter, T Hayward, Lenroot (6)

Cat Bite/Exposure:

Dog Locked in Car:

Barking Dog (Public Nuisance): Stone Lk, V Winter (2)

Companion Pet Neglect/Abuse:

Livestock Neglect/Abuse: Radisson (2 horses), V Winter(3 horses), T Winter(2 horses)

Inadequate/No Shelter:

Abandoned Animal:

Dead Animal: t Hayward(dog)was deer (1)

Puppy Mill:

Lost Dogs: Lenroot, Spider Lk, C Hayward, Hunter, T Hayward

Found Dogs: Bass Lk, Spider Lk, Ojibwa,C Hayward

Lost Cats:

Found Cats: C Hayward

Impounded: 5

Citations: 1

**Other:** stray dog problem-Drytown area-tot LCO, two extremely aggressive German Shepherds owner arrested (dogs impounded), over a hundred on line and mailed licenses sent out, located assistance for several chickens at the home of a deceased person.

***MOST CALLS REQUIRED AT LEAST ONE FOLLOW-UP (LICENSING OR CONDITIONS REQUIRING IMPROVEMENT)***

Revenues generated for sold dog licenses

12/14/2019 thru 03/03/2020

12/14/2020 thru 03/03/2021

\$11,738.00 (revenues)  
1333 licenses sold

\$10,725.00 (revenues)  
1229 licenses sold

**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 1<sup>st</sup> 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  
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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

**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 1<sup>st</sup> 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.

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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.

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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).

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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



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With a copy to:

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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.

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



# SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF

JOSEPH E. SAJDERA - CHIEF DEPUTY

November 27, 2020

Sabrina Gentile / Justice Programs Coordinator  
State of Wisconsin Department of Justice  
DLES/Bureau of Justice Programs  
17 West Main Street  
Madison, WI 53703

Dear Ms. Gentile

Enclosed you will find our completed application for the 2021 County/Tribal Law Enforcement Grant for Sawyer County/Lac Court Oreilles Band of Lake Superior Chippewa Indians.

This grant continues to remain very important to Sawyer County and the people we serve, as it allows us to support the Lac Court Oreilles Tribal Police Department and the communities on the LCO Reservation. With the grant, we are able to help provide services that are more efficient to the residents of the Lac Court Oreilles Reservation and throughout our large county of 1,350 square miles. Calls for service on the Lac Court Oreilles Reservation utilize our resources more than any other specific area of Sawyer County and this grant helps us provide Deputies and other personnel to the reservation that we would not be able to provide without this grant.

Again, in 2021, we look forward to continuing our close working relationship with the Lac Court Oreilles Tribe, to use this grant in its fullest extent to serve the people of Sawyer County and the Lac Court Oreilles Reservation, to the best of our abilities.

I again thank you for your assistance and for the opportunity to apply for the 2021 County/Tribal Law Enforcement Grant.

Sincerely,

Joe Sajdera,  
Chief Deputy

Enclosures  
Cc; file

15880 FIFTH STREET • POST OFFICE BOX 567 • HAYWARD, WI 54843 • SAWYERCOUNTYGOV.ORG

ADMIN  
715-634-4858

FAX  
715-634-1309

DISPATCH  
715-634-5213

JAIL  
715-634-9120

FAX  
715-634-3845

**County/Tribal Law Enforcement Assistance 2021  
Grant Application**

**Applications must be received by the DOJ via email or postmarked by USPS on or before  
November 30, 2020.**

|                           |                       |                                                                  |
|---------------------------|-----------------------|------------------------------------------------------------------|
| Name of Applicant Program | County: Sawyer County | Tribe: Lac Court Oreilles Band of Lake Superior Chippewa Indians |
| Street Address            | 15880 E. Fifth Street | 13394W Trepania Road                                             |
| City                      | Hayward               | Hayward                                                          |
| State                     | Wisconsin             | Wisconsin                                                        |
| Zip Code                  | 54843                 | 54843                                                            |

|                |                           |
|----------------|---------------------------|
| Signatory Name | Sheriff Douglas Mrotek    |
| Title          | Sawyer County Sheriff     |
| Street Address | 15880 E. Fifth Street     |
| City           | Hayward                   |
| State          | Wisconsin                 |
| Zip Code       | 54843                     |
| Email          | dmrotek@sawyersheriff.org |

|                 |                            |
|-----------------|----------------------------|
| Program Contact | Joe Sajdera                |
| Title           | Chief Deputy               |
| Street Address  | 15880 E. Fifth Street      |
| City            | Hayward                    |
| State           | Wisconsin                  |
| Zip Code        | 54843                      |
| Email           | jsajdera@sawyersheriff.org |

**Please make sure the following are attached and submitted with the application (if there are scheduling issues please contact DOJ):**

- ☐ County Board resolution approving joint plan
- ☐ Tribal Governing Body resolution approving joint plan
- ☐ 2020 Preliminary Grant Close out Report (See Page 7 of this package)

**Budget Summary** - Please enter the amount of expenses that are anticipated in each of these budget categories.

|           |             |
|-----------|-------------|
| Personnel | \$29,512.00 |
| Fringe    | \$15,194.99 |
| Travel    |             |
| Equipment | \$5,740.01  |
| Supplies  |             |
| Other     |             |
| Total     | \$50,447.00 |

**2021**  
**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 Cooperative Law Enforcement Agreement ("Agreement") is made this 25th day of November, 2020 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

[This space intentionally left blank]



**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.

[This space intentionally left blank]

### **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. 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 1<sup>st</sup> 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

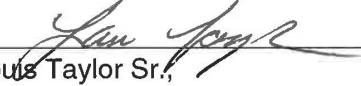
approval by the State Department of Justice as a cooperative County-Tribe law enforcement program and the receipt of the necessary funding for implementation under Wis. Stat. 165.90.

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

[This space intentionally left blank]

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

RESOLUTION TO APPROVE A COOPERATIVE LAW ENFORCEMENT AGREEMENT

WHEREAS, the Lac Courte Oreilles Band of Lake Superior Chippewa Indians is a Federally recognized Indian Government organized pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. section 461 et seq.; and,

WHEREAS, the Lac Courte Oreilles Tribal Governing Board is the governing body of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians pursuant to the Lac Courte Oreilles Constitution, Article III; and,

WHEREAS, the Lac Courte Oreilles Tribal Governing Board is empowered by Article V, Section 1 (c) of the Lac Courte Oreilles Constitution to conclude agreements and negotiate with federal, state and local governments on all matters affecting the Tribe; and,

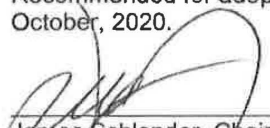
WHEREAS, the Lac Courte Oreilles Tribal Governing Board wishes to enter into a law enforcement agreement with Sawyer County for the purpose of obtaining support and law enforcement services on the Lac Courte Oreilles Reservation; and,

WHEREAS, the Sawyer County Public Safety Committee supports entering into an agreement with the Lac Courte Oreilles Band of Lake Superior Chippewa Indians and applying for the Law Enforcement Grant.

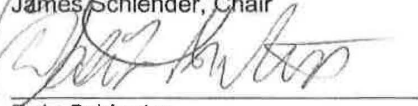
THEREFORE BE IT RESOLVED, THAT THE Sawyer County Board of Supervisors approves entering into an agreement with the Lac Courte Oreilles Band of Lake Superior Chippewa Indians for the year 2021 and obtaining State financial support for improving law enforcement of tribal area.

FISCAL IMPACT: None – Additional Grant Funds

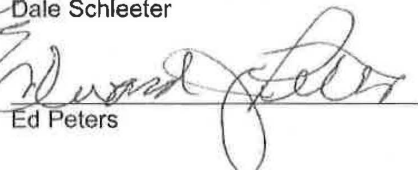
Recommended for adoption by the Sawyer County Public safety committee on the 29<sup>th</sup> day of October, 2020.

  
James Schlender, Chair

  
Ron Buckholtz, Vice Chair

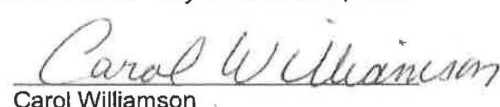
  
Dale Schleeter

  
Chuck Van Etnen

  
Ed Peters

Adopted by the Sawyer County Board of Supervisors on this 10<sup>th</sup> day of November, 2020

  
Tweed Shuman  
Sawyer County Board Chairman

  
Carol Williamson  
Sawyer County Clerk

**Exhibit #1**



*Pride of the Ojibwe*

13394 W Trepania Road . Hayward . Wisconsin . 54843  
Phone 715-634-8934 . Fax 715-634-4797

### **RESOLUTION NO. 97-2020**

#### **2021 COOPERATIVE LAW ENFORCEMENT AGREEMENT**

**WHEREAS,** the Lac Courte Oreilles Band of Lake Superior Chippewa Indians is a federally recognized Indian tribe ("Tribe") organized pursuant to the provisions of the Indian Reorganization Act of 1934, 25 U.S.C. 461, et seq.; and

**WHEREAS,** the Tribal Governing Board serves as the governing body of Lac Courte Oreilles Band of Lake Superior Chippewa Indians pursuant to Article III, § 1 of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians; and

**WHEREAS,** the Lac Courte Oreilles Tribal Governing Board is empowered by Article V, Section 1 (c) of the Lac Courte Oreilles Constitution to conclude agreements and negotiate with federal, state, and local governments on all matters affecting the Tribe; and

**WHEREAS,** the Lac Courte Oreilles Tribal Governing Board wishes to enter into a law enforcement agreement with Sawyer County and the Sheriff's Department for the purpose of obtaining support and law enforcement services on the Lac Courte Oreilles Reservation.

**NOW, THEREFORE BE IT RESOLVED,** that the Lac Courte Oreilles Tribe supports the application for the 2020 State/Tribal Law Enforcement Grant pursuant to Wis. Stat. 165.90 and supports entering into a 2021 Cooperative Law Enforcement Agreement with Sawyer County and the Sheriff's Department for the purpose of obtaining support and law enforcement services on the Lac Courte Oreilles Reservation to enforce both Tribal and State law and to ensure that all civil citations, issued by county deputies, and which occur on reservation, are sent to Tribal Court.

#### **CERTIFICATION**

I, the undersigned, as Secretary/Treasurer of the Tribal Governing Board, hereby certify that the Tribal Governing Board is composed of seven (7) members, of which 7 approved by consensus on November 24<sup>th</sup> 2020 for the foregoing Resolution by an affirmative vote of 7 members, 0 against, 0 abstaining, and that said Resolution has not been rescinded or amended in any way.



Michelle Beaudin, Secretary/Treasurer  
Lac Courte Oreilles Tribal Governing Board

***Exhibit #2***

**Preliminary Data:**

|                                                            | Reservation/<br>County<br>Population | County<br>Crime<br>Rate | Reservation<br>Unemployment |
|------------------------------------------------------------|--------------------------------------|-------------------------|-----------------------------|
| Past Tribal and County Applicants                          |                                      |                         |                             |
| Bad River Band of Lake Superior Chippewa Indians           | 1,595                                |                         | 13.5%                       |
| Forest County Potawatomi Community                         | 704                                  |                         | 24.8%                       |
| Ho Chunk Nation                                            | 1,632                                |                         | 13.9%                       |
| Lac Courte Oreilles Band of Lake Superior Chippewa Indians | 2,721                                |                         | 15.7%                       |
| Lac du Flambeau Band of Lake Superior Chippewa Indians     | 3,413                                |                         | 11.7%                       |
| Menominee Indian Tribe of Wisconsin                        | 3,390                                |                         | 7.8%                        |
| Oneida Nation                                              | 24,800                               |                         | 3.6%                        |
| Red Cliff Band of Lake Superior Chippewa Indians           | 1,282                                |                         | 12.7%                       |
| St. Croix Chippewa Community                               | 636                                  |                         | 14.7%                       |
| Sokaogon Chippewa Community in Mole Lake                   | 461                                  |                         | 27.4%                       |
| Stockbridge-Munsee Mohican Community                       | 765                                  |                         | 4.2%                        |
| Ashland County                                             | 15,562                               | 302.9                   |                             |
| Barron County                                              | 45,244                               | 126.6                   |                             |
| Bayfield County                                            | 15,036                               | 206.3                   |                             |
| Brown County                                               | 264,542                              | 255.3                   |                             |
| Burnett County                                             | 15,414                               | 175.7                   |                             |
| Forest County                                              | 9,004                                | 123.0                   |                             |
| Iron County                                                | 5,687                                | 124.1                   |                             |
| Jackson County                                             | 20,643                               | 78.2                    |                             |
| Juneau County                                              | 26,687                               | 265.1                   |                             |
| Menominee County                                           | 4,556                                | 0.0                     |                             |
| Monroe County                                              | 46,253                               | 83.0                    |                             |
| Outagamie County                                           | 187,885                              | 189.9                   |                             |
| Polk County                                                | 43,783                               | 177.1                   |                             |
| Sauk County                                                | 64,442                               | 135.5                   |                             |
| Sawyer County                                              | 16,558                               | 109.7                   |                             |
| Shawano County                                             | 40,899                               | 104.0                   |                             |
| Wood County                                                | 72,999                               | 107.3                   |                             |

**Lac Courte Oreilles Population Report as of August, 2019**

| <b>GENDER &amp; AGE</b> | <b>ON<br/>RESERVE</b> | <b>OFF- but IN<br/>120 MILE<br/>TERRITORY</b> | <b>OFF but<br/>OVER 120<br/>MILE</b> | <b>TOTAL</b> | <b>Off<br/>Reservation<br/>but in<br/>Sawyer<br/>County</b> | <b>Total W/I<br/>Sawyer Co.<br/>and on<br/>Reservation</b> |
|-------------------------|-----------------------|-----------------------------------------------|--------------------------------------|--------------|-------------------------------------------------------------|------------------------------------------------------------|
| F-65 & Over             | 135                   | 172                                           | 431                                  | <b>738</b>   | 84                                                          | <b>219</b>                                                 |
| M-65 & Over             | 119                   | 135                                           | 333                                  | <b>587</b>   | 50                                                          | <b>169</b>                                                 |
| F-50-64                 | 241                   | 299                                           | 604                                  | <b>1144</b>  | 122                                                         | <b>363</b>                                                 |
| M-50-64                 | 225                   | 282                                           | 595                                  | <b>1102</b>  | 99                                                          | <b>324</b>                                                 |
| Female 18-49            | 633                   | 380                                           | 660                                  | <b>1673</b>  | 172                                                         | <b>805</b>                                                 |
| Male 18-49              | 576                   | 423                                           | 640                                  | <b>1639</b>  | 169                                                         | <b>745</b>                                                 |
| F Child 17 &<br>Younger | 298                   | 86                                            | 126                                  | <b>510</b>   | 38                                                          | <b>336</b>                                                 |
| M Child 17 &<br>Younger | 340                   | 109                                           | 145                                  | <b>5591</b>  | 68                                                          | <b>408</b>                                                 |
| <b>TOTAL</b>            | <b>2567</b>           | <b>1886</b>                                   | <b>3534</b>                          | <b>7987</b>  | <b>686</b>                                                  | <b>3369</b>                                                |

**LAC COURTE OREILLES ELDERS 55 AND OVER**

|                           |      |             |
|---------------------------|------|-------------|
| ON RESERVATION:           | 550  |             |
| W/IN 120 MILES            | 707  |             |
| OFF OVER 120 MILES        | 1648 |             |
| ON AND WITHIN SAWYER CO.  | 800  |             |
| OFF BUT WITHIN SAWYER CO. | 263  |             |
| <b>TOTAL ELDERS 55+</b>   |      | <b>2807</b> |

**LAC COURTE OREILLES ELDERS 62 AND OVER**

|                            |     |             |
|----------------------------|-----|-------------|
| ON RESERVATION             | 317 |             |
| OFF RESERVATION W/I SAWYER | 140 |             |
| TOTAL WITH IN SAWYER CO.   | 457 |             |
| <b>TOTAL ELDERS 62+</b>    |     | <b>1745</b> |

**Exhibit #4**



# SAWYER COUNTY SHERIFF'S OFFICE

DOUGLAS D. MROTEK - SHERIFF

JOSEPH E. SAJDERA - CHIEF DEPUTY

## 2020 Crime Statistics & 2021 Cooperative Law Enforcement Proposed Budget

In the past Sawyer County had the good fortune to have a fully grant funded full time Tribal Law Enforcement position. In 2012 the funding was reduced to the point that we were unable to maintain a full-time position. Since then, the Sheriff's Office has continued to schedule part time Deputies to work the reservation boundaries with the aid of the County/Tribal Law Enforcement grant.

The budget for the 2021 County/Tribal Law Enforcement Assistance Grant is similar to last year. We are budgeting for part time Deputies wages and benefits, fuel and maintenance for squads and to be able to use the regular salaries line for part time dispatchers who will be dispatching calls for service on the LCO reservation. The Sawyer County Communications Center dispatches all calls not only for the Sheriff's Office, but also the LCO Tribal Police Department, City of Hayward Police Department and the Town of Hayward Police Department.

As of October 30, 2020, the Sawyer County Sheriff's Office received 2218 calls for service on the Lac Courte Oreilles Reservation. The 2218 calls for service represent a variety of incidents to which Sawyer County Deputies responded. These include some of the following:

- 32 narcotic/drug complaints
- 28 theft/robbery complaints
- 90 disturbance/disorderly conduct & battery complaints
- 33 domestic disturbance complaints
- 26 suspicious person/activity complaints
- 92 Traffic related incidents.
- 7 burglary/criminal damage to property complaints
- 32 warrant arrests

Typically, many of these incidents occur in the late evening, or early morning hours. During the hours of 3:00 am and 11:00 am, we only have one dispatcher in the communications center. Allowing us to use some of the Tribal Deputy funds to pay part time employees to cover these hours on anticipated busy mornings and weekends would not only benefit the communications center, but greatly increase officer safety and efficiency by having two dispatchers during these times.

### Activity on Lac Courte Oreilles (LCO) as of 10/30/20

Total calls for service on LCO Reservation: 2218

Total calls for service in Sawyer County: 14649

## ***Exhibit #5***



2021 Cooperative Law Enforcement Agreement Budget

Regular salaries: \$29,512  
Retirement-Employer's Share: \$3,246.32  
FICA: \$2,257.67  
Health: \$9691.00  
Equipment: \$5740.01  
Total: \$50,447

***Exhibit #5***

13394W Trepania Rd  
Hayward, WI 54843



Phone: 715-634-8350  
Fax: 715-634-2407

TIMOTHY DEBROT  
Chief of Police

### 2020 Crime Statistics

DIANAH TON  
Assistant Director

DOMINIC CIATTI  
Sergeant/K9

BRANDON SAMS  
Sergeant

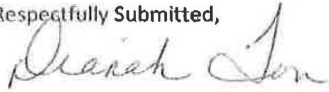
The Lac Courte Oreilles Tribal Police Department handled approximately 1,373 incidents on the Lac Courte Oreilles Reservation in 2020. In 2019 we had approximately 2,160 incidents. The Lac Courte Oreilles Tribal Police Department relies heavily on Sawyer County officers to maintain coverage due to the shortage of officers. The 1,373 incidents represent a variety of case activity which includes the following:

|                             |                       |
|-----------------------------|-----------------------|
| Traffic Cases               | Theft                 |
| Criminal Damage to Property | Disorderly Conduct    |
| Drug Activity or Complaints | Burglary              |
| Sexual Assault              | Probation Violation   |
| Suspicious Activity         | Underage Drinking     |
| Suicidal Subjects           | Fraud                 |
| Battery/Assault             | Child Custody Dispute |
| Bond Violation              | Trespassing           |
| Harassment                  | Motor Vehicle Theft   |
| Domestic Disturbance        | Curfew Violation      |
| Runaway                     | Weapon                |
| Child Neglect/Abuse         | Paper Service         |
| Animal Complaint            | Missing Person        |
| 72 Hour Hold                | EMS Call              |
| Alarm Call                  | Keep the Peace        |
| Warrant Arrest              | Counterfeit Money     |
| Accident                    | Truancy               |
| 911 Hang up Call            | Area/Building Check   |
| Assist another Agency       | Compliance Check      |
| Burning Complaint           | Death Investigation   |
| Disturbance                 | DNR Complaint         |
| Fire                        | Forgery               |
| Funeral Escort              | Juvenile Issue        |
| Neighbor Dispute            | Noise Complaint       |
| Obstruction                 | Pornography           |
| Recovered Property          | Search Warrant        |
| Threat Complaint            | Unwanted Subject      |
| Welfare Check               |                       |

**Exhibit #6**

The Lac Courte Oreilles Tribal Police Department currently has (7) full-time officers and (2) part-time officers. The department is also assisted by the Sawyer County Sheriff's Department.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Dianah Ton".

Dianah Ton, Assistant Director  
Lac Courte Oreilles Tribal Police Department

***Exhibit #6***

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**SAWYER COUNTY; THE SAWYER COUNTY SHERIFF'S DEPARTMENT;**

### **AND**

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

This Memorandum of Understanding ("MOU") is made effective the 2<sup>nd</sup> day of October 2006 ("Effective Date") between the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, a federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act of 1934, 25 U.S.C. 461 *et. seq.* ("LCO"); 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 Department (the "Sheriff's Department"), collectively referred to as the "Parties," and each is a "Party."

#### **1.0 RECITALS**

- 1.1 WHEREAS, the Tribal Governing Board, as the governing body of LCO, is authorized to enter into agreements, including this MOU, with other governmental bodies, including "with any county" pursuant to Article V, Section 1 (c) of the Constitution and Bylaws of LCO;
- 1.2 WHEREAS, the County and Sheriff's Department are authorized to enter into agreements, including this MOU, pursuant to Wis. Stat. 302.446, which authorizes the execution of an agreement providing for the confinement in county jail of persons ordered incarcerated by the LCO Tribal Court;
- 1.3 WHEREAS, consistent with its authority and responsibility to govern its Indian country, as defined in 18 U.S.C. 1151, LCO established the LCO Tribal Court which has the authority to impose civil forfeitures authorized under tribal ordinances;
- 1.4 WHEREAS, in 2004 LCO established the LCO Law Enforcement Department, which enforces tribal ordinances, including without limitation, the General Conduct Code, which empowers the LCO Tribal Court to impose civil forfeitures for various violations;
- 1.5 WHEREAS, LCO has determined that to successfully enforce tribal ordinances, including, but not limited to, civil forfeitures imposed thereunder, at times it may be necessary for the LCO Tribal Court to order the incarceration of individuals who fail to comply with LCO Tribal Court orders (referred to hereinafter as "LCO Prisoners");
- 1.6 WHEREAS, the LCO Law Enforcement Department is newly established, and its current focus is on maintaining and expanding the number of officers and available resources;

- 1.7 WHEREAS, given this current focus, and the impracticalities surrounding a LCO jail facility, LCO is not able to construct, maintain and operate a jail facility for LCO Prisoners;
- 1.8 WHEREAS, the County and Sheriff's Department operate a County jail facility, which presently has or will have ninety-two (92) beds, many of which may be occupied depending upon the time of year;
- 1.9 WHEREAS, the County acknowledges that with enactment of Public Law 83-280, 18 U.S.C. 1162, Congress conferred upon the State of Wisconsin (mandatory) criminal jurisdiction within LCO's Indian country, and LCO acknowledges that the County and Sheriff's Department are working to cooperate with the LCO Law Enforcement Department to respond to common law enforcement needs;
- 1.10 WHEREAS, consistent with the mutual law enforcement concerns and responsibilities, the County and the Sheriff's Department recognize that it is in the best interest of all Parties for the LCO Tribal Court to be able to order the incarceration of LCO Prisoners when necessary; and
- 1.11 WHEREAS, LCO, the County and Sheriff's Department seek to enter into this MOU to establish a mutual understanding regarding the detention of LCO Prisoners at the County jail facility.

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following terms and conditions.

## **2.0 TERMS AND CONDITIONS**

### **2.1 Term and Termination.**

- 2.1.1 This MOU shall commence on the Effective Date and continue for an initial term of one (1) year (the "Initial Term"). After the Initial Term, this MOU shall automatically extend for subsequent one (1) year terms (the "Renewal Terms"), unless any Party gives the other Parties written notice of non-renewal at least sixty (60) days prior to expiration of the Initial Term or any Renewal Term, as the case may be.
- 2.1.2 Notwithstanding any other provision of this MOU, any Party may terminate this MOU, at any time whether during the Initial Term of any Renewal Term, with at least sixty (60) days prior written notice to the other Parties.
- 2.1.3 Notwithstanding any other provision of this MOU, this MOU shall automatically terminate in the event State law is amended and this MOU, or the arrangement contemplated hereunder, are rendered contrary to State law.

## **2.2 Jail Space and Transportation.**

- 2.2.1 The Parties acknowledge that all the beds at the County jail facility may be occupied from time-to-time; and therefore may not be available to LCO Prisoners. Neither the County nor Sheriff's Department shall have any obligation to provide jail space in the absence of availability, but the County jail facility may transfer prisoners to other facilities to create space for LCO Prisoners.
- 2.2.2 Notwithstanding the foregoing, in the event the County jail facility has bed space available, the County and Sheriff's Department shall make such space available to LCO in the event the LCO Tribal Court orders the incarceration of a LCO Prisoner(s) and the LCO Law Enforcement Department contacts the County jail facility to lodge the LCO Prisoner.
- 2.2.3 Nothing in Subsection 2.2.2 shall require the County jail facility to maintain any LCO Prisoner who exceeds the prisoner classification for which the facility is authorized.
- 2.2.4 All LCO Prisoners lodged at the County jail facility shall be subject to the same rules and regulations as any other prisoner. The County jail facility shall not release any LCO Prisoner who has not served his or her entire sentence, except upon receipt of an LCO Tribal Court order authorizing early release.
- 2.2.5 The LCO Law Enforcement Department and Sheriff's Department shall cooperate and coordinate LCO Prisoner transportation. Generally, the LCO Law Enforcement Department will transport all LCO Prisoners from the point of custody to the County jail facility, when applicable, and the Sheriff's Department shall conduct all other transports.

## **2.3 Payment and Account.**

- 2.3.1 Within thirty (30) days of the Effective Date or prior to the lodging of the first LCO Prisoner, which ever occurs sooner, LCO shall provide the Sheriff's Department with a deposit, or arrange for the transfer of excess funds, including from any current LCO excess fund balance maintained by the Sheriff's Department, in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (the "Initial Deposit"). The Sheriff's Department shall maintain all amounts received from LCO under this MOU in a separate account (the "LCO Account"). The Sheriff's Department shall promptly notify LCO if the LCO Account balance drops below Seven Hundred Fifty and 00/100 Dollars (\$750.00). Upon receiving such notice, LCO shall promptly provide the Sheriff's Department with a subsequent deposit or arrange for the transfer of excess funds, including from any current LCO excess fund balance maintained by the Sheriff's Department, in the amount of Five Hundred and 00/100 Dollars (\$500.00) (the "Subsequent Deposit").

- 2.3.2 The Sheriff's Department shall provide LCO with a report of the LCO Account at least once every three (3) months and with any notice regarding the LCO Account balance. The report shall be detailed enough for LCO to verify the LCO prisoner, dates of incarceration, all amounts charged from the LCO Account, and all Initial Deposits and Subsequent Deposits received.
- 2.3.3 The Sheriff's Department shall deduct from the LCO Account the amount of Forty Dollars (\$40.00) per Bed Day ("Bed Rate") for each bed provided to an LCO Prisoner under this MOU. For purposes of this MOU, a "Bed Day" shall mean any period of stay within a calendar day. Notwithstanding the foregoing, if the Sheriff's Department is paid for the expense of an LCO Prisoner from any other source, including from the LCO Prisoner or any third party, the LCO Account shall be credited with the collection to the extent that the Sheriff's Department receives actual payment of the Bed Rate.

#### **2.4 Medical.**

- 2.4.1 The Bed Rate shall include all in-house LCO prisoner incarceration costs, such as meals, supervision, programs and necessary medical care performed by the County jail facility nurse or any physician contracted to provide in-house medical treatment to prisoners, all of which shall be provided to LCO Prisoners to the same extent as other prisoners.
- 2.4.2 The County jail facility shall permit LCO health personnel to visit LCO Prisoners, as frequently as necessary, to ensure that LCO Prisoners are receiving all necessary medical care and services and to render medical care and services deemed necessary. Any such visits shall be in accordance with and subject to all applicable County jail facility rules and regulations. The provisions of this Subsection shall not be construed to relieve the County or Sheriff's Department of any obligation under Subsection 2.4.1.
- 2.4.3 The Bed Rate shall not include the cost of necessary medical, dental or optical services performed for LCO Prisoners outside of the County jail facility ("Outside Medical Services"). LCO agrees that neither the Sheriff's Department nor the County shall be financially responsible to pay for any Outside Medical Services provided to LCO Prisoners.
- 2.4.4 LCO shall be responsible to pay for any Outside Medical Services rendered to LCO Prisoners, provided however, LCO shall be the payer of last resort. In this regard, LCO shall not be responsible to the extent that alternate payment resources are available, including, but not limited to, financial resources of the LCO Prisoner, programs under Titles XVIII or XIX of the Social Security Act (Medicare, Medicaid), federal, state or local programs, private insurance, or Indian Health Services regulations governing contract health services.

2.4.5 To the extent practical, LCO prisoners shall receive all Outside Medical Services through the LCO health center, including filling any prescriptions. Prior to arranging for any Outside Medical Services, the County jail facility shall use its best efforts to contact either the LCO Law Enforcement Department or LCO health clinic to afford LCO the opportunity to arrange to provide the Outside Medical Services at the LCO health clinic.

2.4.6 Notwithstanding the provisions of Subsection 2.4.5, in the event a LCO Prisoner is in need of emergency Outside Medical Services, the County jail facility may arrange for such services without first contacting the LCO Law Enforcement Department or LCO health clinic.

2.4.7 The County jail facility reserves the right to refuse any inmate determined by medical personnel not to be medically acceptable for incarceration under applicable laws, regulations, rules and guidelines.

**2.5 Insurance and Immunity.**

2.5.1 The County and Sheriff's Department represent, warrant and covenant that the County jail facility has adequate insurance to protect against any loss, damage, expense, or casualty arising from the acts or omissions of any of their respective officers, directors, employees, representatives or agents thereof or any acts or omissions of any LCO Prisoner or other prisoners.

2.5.2 Neither LCO nor its officers, directors, employees, representatives, or agents shall be liable to the County or Sheriff's Department or any of their respective officers, directors, employees, representatives or agents for any loss, damage, expense or casualty arising from any acts or omissions of any LCO Prisoner.

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

**2.6 Notice.**

Any notice permitted or required under this MOU 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:



2.6.1 If to LCO:

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

2.6.2 If to the County:

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

2.6.3 If to the Sheriff's Department:

Sawyer County Sheriff's Department  
15880 E. 5<sup>th</sup> Street, P.O. Box 567  
Hayward, WI 54843

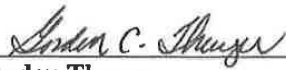
2.7 **Miscellaneous.**

- 2.7.1 This MOU shall be interpreted in accordance with the laws of the State of Wisconsin.
- 2.7.2 The terms and conditions of this MOU may not be varied or modified in any manner, except in a subsequent writing executed by the Parties.
- 2.7.3 This MOU constitutes the entire understanding between the Parties with respect to the subject matter of this MOU and supersedes any prior discussions, negotiations, agreements or understandings.
- 2.7.4 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.
- 2.7.5 This MOU is not intended to create any third party beneficiary rights and is enforceable solely by the Parties.
- 2.7.6 No Party shall be in default or otherwise responsible for a failure to perform any obligation under this MOU 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.

- 2.7.7 The headings contained in this MOU 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 MOU.
- 2.7.8 The invalidity of any portion of this MOU shall not be deemed to affect the validity of any other provision. In the event that any provision of this MOU is held to be invalid, the remaining provisions shall be affected, but shall be enforceable to the fullest extent permitted by law.
- 2.7.9 This MOU 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.
- 2.7.10 Each signatory to this MOU represents that he has the legal authority to sign this document. This MOU shall not be in effect until signed by an authorized signatory of each party.

The Parties have made this MOU operative as of the Effective Date.

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

BY:   
Gordon Thayer

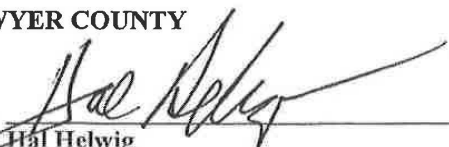
**ITS: Chairman**

**SAWYER COUNTY SHERIFF'S DEPARTMENT**

BY:   
Mark Kelsey

**ITS: Sheriff**

**SAWYER COUNTY**

BY:   
Hal Helwig

**ITS: Chairman**

***Exhibit #7***

**Sawyer County**  
Position Description

Position: Deputy Sheriff/Patrol

Department: Sheriff

Position in organization: Reports to the Sheriff, Chief Deputy or designee.

**Basic Function**

Under general supervision, patrols Sawyer County protecting the lives and property of residents through the enforcement of laws and ordinances, investigates criminal activity and provides emergency assistance to individuals in need. The Officer filling this position will appreciate and adhere to the vision, mission and core values of the Sawyer County Sheriff's Office.

The work schedule for this position is to be set by the Sheriff or his/her designee. The Deputy filling this position will not only be required to work patrol shifts but will also have to assist with follow up investigations and special assignments and work flexible hours at the discretion of the Sheriff or his/her designee.

**Illustrative Examples of Duties**

- Operates a marked patrol car and serves as a visible deterrent to crime, remaining watchful of possible criminal activity and responding to suspicious incidents
- Regulates traffic when necessary and issues traffic citations
- Responds to radio dispatches from the Communication Center; proceeding to the area directed, interviewing parties and providing assistance or making arrests as warranted
- Performs preliminary and follow-up investigation at the scene of an accident or reported incident
- Provides first aid in emergency situations, calling in additional medical or rescue help as needed
- May participate in undercover work or performs special duty assignments issued by Sheriff or Chief Deputy
- Produces detailed log of on duty activities and reports of all official actions taken
- Case reports will be in accordance with the guidelines and procedures of the in-house computerized programs
- Attends and participates in required training and activities, may be called to testify in court
- Performs other related duties as required or assigned

**Knowledge, skills and abilities**

The attributes listed below are representative of the knowledge, skill, and/or ability required;

- The ability to communicate effectively, both orally and in writing
- The ability to work without supervision and to make appropriate decisions
- The ability to analyze emergent and non emergent situations quickly and objectively, and determine the proper course of action
- The ability to work with a diverse population
- Knowledge of state statutes, union contracts, Department policies and procedures
- Ability to problem-solve

***Exhibit #8***

- Ability to establish and maintain satisfactory working relationships with co workers and the general public
- Ability to dictate reports and use a computer
- Must be of good character
- Physically conditioned to perform essential functions of a law enforcement officer; must be able to walk, talk, see and hear; work on feet and sit for long periods of time, bend and reach and have the physical ability to restrain and subdue prisoners.

#### **Required Skills**

- Requires ability to pass required physical examinations
- Requires ability to qualify with appropriate firearms per Department Policy and applicable law as required
- Requires ability to successfully complete all required probation and training programs
- Requires the ability to testify in Court accurately and succinctly

#### **Education and Experience**

Graduation from a standard high school or equivalent and a minimum of 18 years of age with a valid Wisconsin driver's license

The applicant must be Wisconsin Training & Standards board certified as a law enforcement officer.

Minimum two (2) year associates degree in criminal justice from an accredited technical school, or a minimum of sixty (60) college level credit hours, if applicable

No felony, extensive misdemeanor, or domestic crime convictions

This description has been prepared to assist in properly evaluating various classes of responsibilities, skills, working conditions, etc., present in the classification. It is intended to indicate the kinds of tasks and characteristic levels of work difficulty that will be required of the positions that will be given this title. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit or in any way modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The use of a particular expression of illustration describing duties shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.

### ***Exhibit #8***

# 2019 WORKFORCE PROFILE

*Sawyer County*



**For More Information:**  
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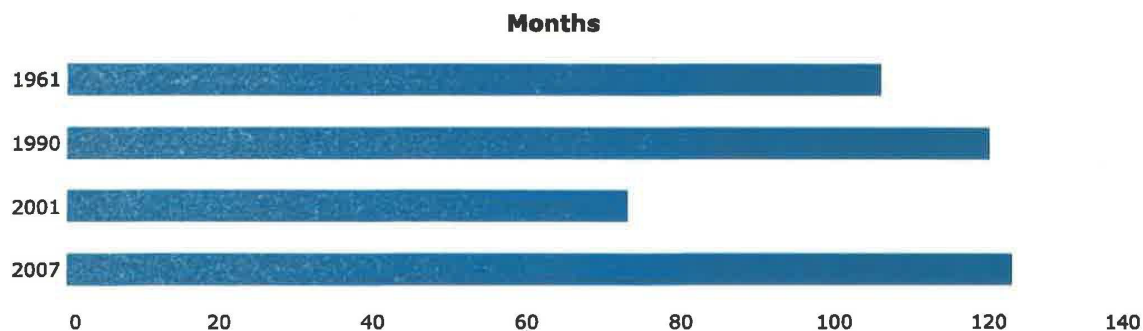
***Exhibit #9***

## 2019 Wisconsin Overview

The county workforce profiles provide snapshots of the labor market for each of the 72 Wisconsin counties. In addition to a static PDF version, each county profile will be available as an interactive document in which the reader can do additional manipulation of some tables. The profiles begin with an overview of the entire state's labor market outlook. From there, the profiles highlight the respective labor market with analyses of the current and projected population and labor force, community patterns, industries, occupations, and wages. We conclude each profile with an examination of the impact of automation on the county's workforce.

### Record Economic Expansion

The economic expansion is now the longest on record. This current expansion surpassed the previous mark of 120 months set in the 1991-2001 stretch in June 2019. What has been good for the country has been good for Wisconsin and most other states.



\*Bureau of Labor Statistics, OEA

Wisconsin's workforce and employment numbers have attained new highs. Employment exceeded the 3 million mark in the summer of 2016. Wisconsin jobs reached new highs in 2019 with not-seasonally adjusted, total non-farm jobs breaking through 3 million at 3.026 million in June 2019. The state's unemployment rate has reached lows not seen since at least 1976, 2.8% in the months of April and May of 2019. New unemployment rate lows were also recorded for the U.S. as a whole at 3.6%. Thirty of 72 Wisconsin counties reached new job highs in the last two years. Thirty state counties hit new unemployment rate lows. Initial and continued unemployment insurance claims have been tracking at 40-year lows over the past three years.

Given that new records are being set largely across the board for expansion longevity, employment highs, and unemployment lows, the question turns to when will the trends reverse.

Economic expansions don't die of old age. Expansions are usually curtailed by decreasing jobs, spending, investments, inflation, or interest rate pressures. Decreasing jobs lead to lower incomes that result in less consumption, which is the driving force in the U.S. economy. Employment numbers are not good indicators of pending recessions. In fact, they are a lagging indicator of economic downturns and recoveries.



### What's next in the short-run?

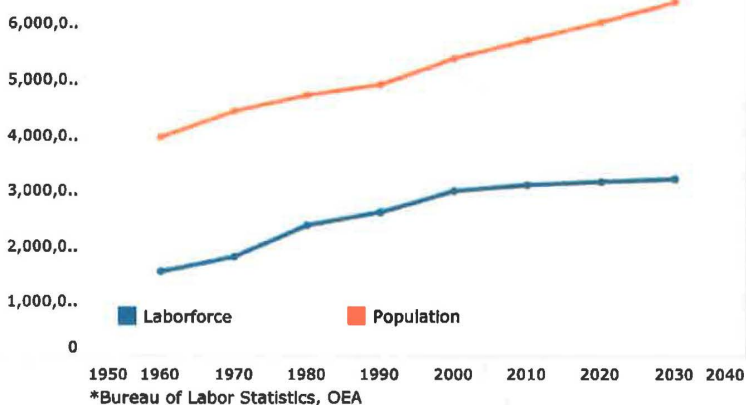
As this is being written in November 2019, job numbers are still climbing, earnings and income are rising, retail sales are expanding, debt-to-income ratio is low, and inflation is subdued at about 2%. Housing sales are relatively flat, vehicle sales have leveled off, and some European countries' economies are sagging. The primary unknown at the moment is the status of tariff and trade policy on the North American countries' trade agreement and trade with China. The uncertainty is dampening capital investment, injecting volatility in the equity markets, and causing household cogitation.

### What are the long-run influences?

The primary long-term challenge facing Wisconsin's economic future is its workforce quantity. The demographic situation facing the state, other upper Midwest states, and most western state economies will advance unaltered in the coming decades. The number of retiring baby boomers nearly match the influx of new workers, resulting in a slow growing workforce that is constraining employers' abilities across industries to secure talent. Many businesses report the lack of available workers have hindered expansion and, in some cases, even curtailed their ability to meet current product orders.

**Wisconsin Population and Labor Force**

The blue-line, orange-line graph to the right portrays the labor force facing Wisconsin and other upper-Midwest states. While Wisconsin's population will continue to grow over the next 20 years, the workforce faces serious constraints. The curve began to flatten in 2008 as the first baby boomers (those born in 1946) reached age 62 and began to leave the workforce.



Baby boomers continue to exit the workforce in great numbers. However, the labor force participation rates for workers over 55 years of age have risen significantly. The need or want to remain in the workforce has assisted in staving off more severe worker shortages.

Our analysis shows a marked decrease in per capita personal income growth in the coming decades. The consequences for shared tax burden will be real and require new policy discussions about the social contract for infrastructure and government services.

One of the remedies for labor scarcity and increased productivity is the incorporation of labor-saving technology in the workplace. As such, not only does Wisconsin have a quantity challenge, the state must also make all available workers technologically savvy. The propensity for automation varies by occupation, but routine activities are the most susceptible to displacement.

To summarize, the state needs to find every body it can and get everybody trained up to their maximum potential.



## Sawyer County Population and Demographics

Sawyer County's 2018 population of 16,828 ranked 58th most populated out of Wisconsin's 72 counties. Between the years 2010 and 2018, Sawyer County's population increased by 271 (1.6%). Sawyer County's population growth rate ranked 24th highest out of 72 Wisconsin counties. This increase continues a long-term trend of population increase, which started in the 1960s when the County's population was 9,475. During the same time frame, 2010 to 2018, the State of Wisconsin saw population growth rates of 2.3%. From 2010 to 2018, Sawyer County had a yearly average growth rate of 0.16%. During the 2000 to 2010 period, Sawyer County's yearly average population growth was 0.22%.

### 10 Most Populous Municipalities in County

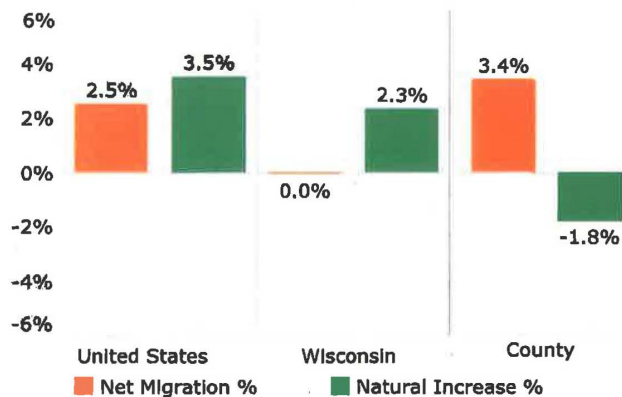
|                      | 2010 Census        | 2018 Final Estimate D | Numeric Change    | Percent Change |
|----------------------|--------------------|-----------------------|-------------------|----------------|
| Hayward, Town        | 3,567              | 3,575                 | 8                 | 0.22%          |
| Bass Lake, Town      | 2,377              | 2,421                 | 44                | 1.85%          |
| Hayward, City        | 2,318              | 2,380                 | 62                | 2.67%          |
| Lenroot, Town        | 1,279              | 1,341                 | 62                | 4.85%          |
| Round Lake, Town     | 977                | 1,006                 | 29                | 2.97%          |
| Winter, Town         | 960                | 981                   | 21                | 2.19%          |
| Sand Lake, Town      | 813                | 832                   | 19                | 2.34%          |
| Hunter, Town         | 678                | 691                   | 13                | 1.92%          |
| Edgewater, Town      | 519                | 534                   | 15                | 2.89%          |
| Radisson, Town       | 405                | 406                   | 1                 | 0.25%          |
| <b>Sawyer County</b> | <b>16,557</b>      | <b>16,828</b>         | <b>271</b>        | <b>1.64%</b>   |
| <b>United States</b> | <b>308,400,408</b> | <b>327,167,434</b>    | <b>18,767,026</b> | <b>6.09%</b>   |
| <b>Wisconsin</b>     | <b>5,686,986</b>   | <b>5,816,231</b>      | <b>129,245</b>    | <b>2.27%</b>   |

Source: Demographic Services Center, Wisconsin Department of Administration

### Components of Change

Sawyer County's net population increase was caused by net migration into the county. Its net migration was 3.4%, which means that more people moved into the county than those who moved out. The natural increase was -1.8%, which means that the county recorded fewer births than deaths over the eight-year period. According to data gathered by Wisconsin's Department of Health Services, Sawyer County's 2017 general fertility rate (births per 1,000 women ages 15-44) was 74.5. This ranked eighth highest out of Wisconsin's 72 counties. Wisconsin's 2017 birth rate was 60.1.

### Components of Population Change



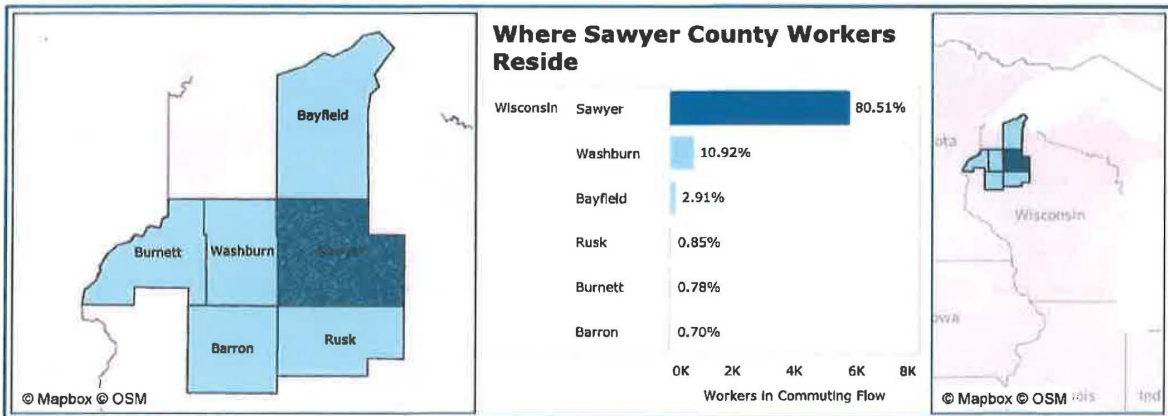
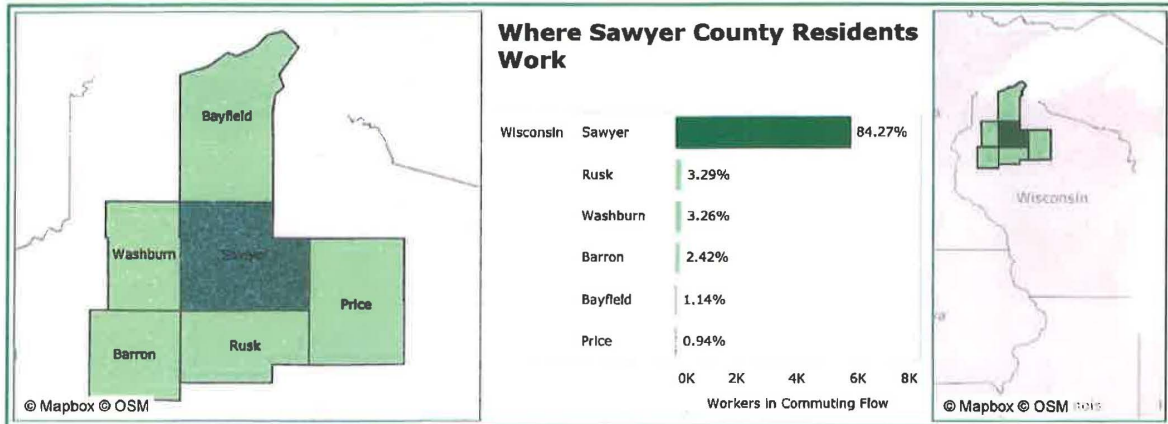
STATE OF WISCONSIN  
DWD  
Department of Workforce Development

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## Sawyer County Worker Commute

### Residents Work

The map below shows the top five counties where the 7,079 employed Sawyer residents work. The majority of Sawyer County residents not only live in Sawyer County but also work within its borders. According to 2017 five-year American Community Survey, 5.0% of Sawyer County employed persons work from home, higher than Wisconsin's rate of 4.4%. Additionally, 3.9% of Sawyer County residents walk to work compared to the state rate of 3.2%.



### Workers Reside

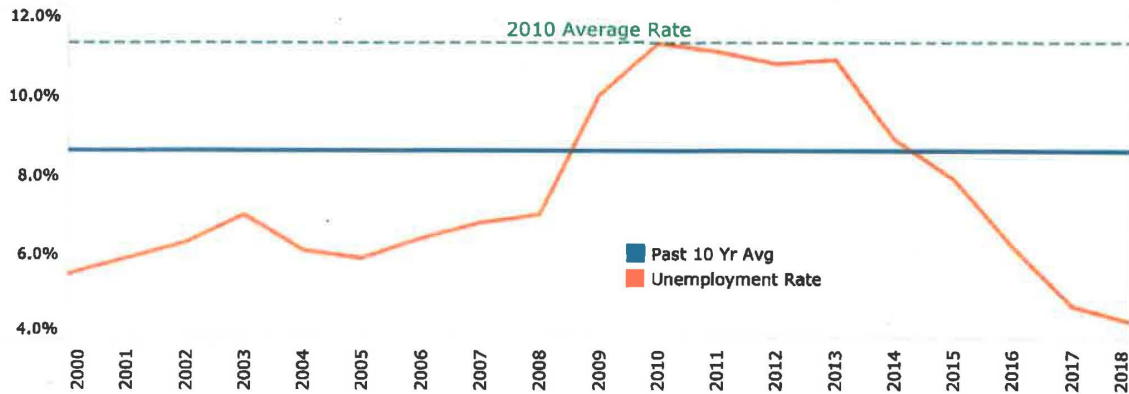
The map above shows the top five counties in which the 7,267 people who work in Sawyer commute from. For example, 80.51% of the those who work in Sawyer County are from Sawyer County. When comparing the number of employed Sawyer residents with the number of workers employed within Sawyer County, Sawyer County has a positive net inflow of workers that amounts to 188. The City of Hayward and the Lac Courte Oreilles Reservation draw workers from the surrounding counties.

\*source: 2011-2015 5-Year American Community Survey Commuting Flows, US Census Bureau

## Labor Force Dynamics

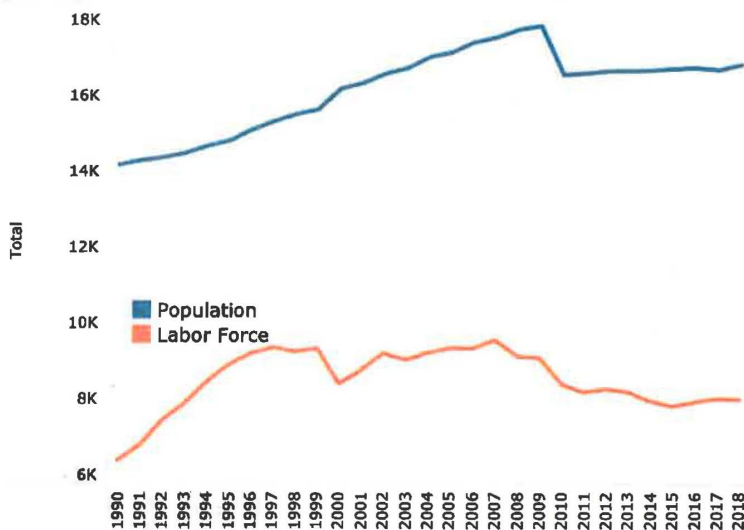
The graph below displays Sawyer County's monthly unemployment rate for the years 2000 through 2018. Sawyer's rate of 4.3% in 2018 is quite low, historically speaking, significantly lower than the 10-year average as seen below. In fact, this rate is lower than the rates experienced during the booming economy of the late 1990s, when many counties hit their previous historical lows. While a growing economy is partially responsible for today's low unemployment rates, the trend of slow labor force growth, or even declines in some counties, due to baby boomers leaving the labor force has a major impact on the rates. This concept is illustrated in the graph below. The labor force consists of the employed and unemployed, which is represented as the orange line in the bottom graph.

**Sawyer County Unemployment Rates - Not Seasonally Adjusted**



Source: Local Area Unemployment Statistics, Bureau of Labor Statistics

**Population and Labor Force**



Source: Local Area Unemployment Statistics, Bureau of Labor Statistics and Wisconsin Department of Administration

## Sawyer County Labor Force Components

The graph to the left shows Sawyer County's population and labor force from 1990 to 2018. To help account for the change in both population and labor force, the labor force participation rate (LFPR) was devised. The LFPR is the labor force as a percent of the civilian noninstitutional population ages 16 and older. At its height during this 29 year period, Sawyer County's LFPR was 80.8% in 1996-97. In 2018, it was 58.6%.



### Industry Employment and Wages 2018 Employment and Wage Distribution by Industry Sawyer County

|                                  | 2018 Annual<br>Average<br>Employment | 1-year change | Total Payroll<br>(2018) |  |
|----------------------------------|--------------------------------------|---------------|-------------------------|--|
| Trade, Transportation, Utilities | 1,271                                | -26           | \$37,514,096            |  |
| Public Administration            | 944                                  | 14            | \$34,996,052            |  |
| Professional & Business Services | 267                                  | 2             | \$11,539,974            |  |
| Other services                   | 151                                  | -9            | \$4,225,536             |  |
| Natural Resources                | 108                                  | 2             | \$4,309,441             |  |
| Manufacturing                    | 689                                  | 18            | \$35,363,499            |  |
| Leisure & Hospitality            | 1,320                                | 1             | \$27,294,897            |  |
| Information                      | 40                                   | -4            | \$1,098,047             |  |
| Financial Activities             | 280                                  | 7             | \$11,701,628            |  |
| Education & Health               | 1,544                                | 43            | \$63,710,591            |  |
| Construction                     | 292                                  | 12            | \$11,223,760            |  |
| All Industries                   | 6,906                                | 60            | \$242,977,521           |  |

Source: WI DWD, Labor Market Information, QCEW, June 2019

The table displays industry employment and total wages. Industry employment in Sawyer County grew 0.88% in 2018 as compared to the previous year, ranking 31st out of Wisconsin's 72 counties. Wisconsin's employment grew by 0.91%, and the nation's employment grew by 1.67%. The total amount of pay to those working within Sawyer County during 2018 was \$243.0 million, 3.65% more than in 2017.

The percentage increase ranked 39th out of Wisconsin's 72 counties. The Education & Health sector represents 22.4% of the county's job base, ranking as its largest employment sector. The Education & Health sector represents 22.3% of the state's job base. The second largest employment sector in Sawyer County is the Leisure & Hospitality sector, representing 19.1% of the county's job base and 10.2% of the state's job base.

### 2018 Average Annual Wage by Industry

|                                  | Wisconsin<br>Average<br>Annual Wage | County<br>Average<br>Annual Wage | 2018 %<br>Wisconsin | 1-Year %<br>Change* |
|----------------------------------|-------------------------------------|----------------------------------|---------------------|---------------------|
| Trade, Transportation, Utilities | \$41,901                            | \$29,515                         | 70.4%               | -5.7%               |
| Public Administration            | \$47,859                            | \$37,072                         | 77.5%               | 2.2%                |
| Professional & Business Services | \$60,729                            | \$43,221                         | 71.2%               | 0.7%                |
| Other services                   | \$30,674                            | \$27,984                         | 91.2%               | 0.9%                |
| Natural Resources                | \$39,444                            | \$39,902                         | 101.2%              | -3.0%               |
| Manufacturing                    | \$58,048                            | \$51,326                         | 88.4%               | 2.8%                |
| Leisure & Hospitality            | \$18,757                            | \$20,678                         | 110.2%              | -4.5%               |
| Information                      | \$73,577                            | \$27,451                         | 37.3%               | 1.6%                |
| Financial Activities             | \$71,474                            | \$41,792                         | 58.5%               | -2.1%               |
| Education & Health               | \$49,185                            | \$41,263                         | 83.9%               | 0.6%                |
| Construction                     | \$61,909                            | \$38,438                         | 62.1%               | -1.3%               |
| All Industries                   | \$48,891                            | \$35,184                         | 72.0%               | -0.5%               |

Source: WI DWD, Labor Market Information, QCEW, June 2019  
\*Difference in the 2018 share of Wisconsin and the 2017 share of Wisconsin

The table on the left lists the wage differential between Wisconsin's average wages and the lower average wage rates of Sawyer County. Nine of the 11 industry sectors had below average wages in 2018 when compared to Wisconsin, with the Information sector being below 40% of the State wage. The Natural Resources sector and Leisure & Hospitality sector were the only sectors that were above the state wage.



**Industry Employment Projections**  
**Northwest WDA - Industry Projections 2016-2026**  
**Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn Counties**

| Industry                                | 2016<br>Employment | Projected 2026<br>Employment | Employment<br>Change | Percent<br>Change |
|-----------------------------------------|--------------------|------------------------------|----------------------|-------------------|
| Total All Industries                    | 77,227             | 80,268                       | 3,041                | 3.9%              |
| Natural Resources and Mining            | 2,147              | 2,244                        | 97                   | 4.5%              |
| Construction                            | 2,394              | 2,674                        | 280                  | 11.7%             |
| Manufacturing                           | 11,315             | 11,088                       | -227                 | -2.0%             |
| Trade, Transportation, and Utilities    | 13,747             | 14,038                       | 291                  | 2.1%              |
| Information                             | 636                | 608                          | -28                  | -4.4%             |
| Financial Activities                    | 1,995              | 1,999                        | 4                    | 0.2%              |
| Professional and Business Services      | 3,281              | 3,636                        | 355                  | 10.8%             |
| Education and Health Services           | 15,051             | 15,351                       | 300                  | 2.0%              |
| Leisure and Hospitality                 | 8,098              | 8,351                        | 253                  | 3.1%              |
| Other Services (except Government)      | 2,845              | 3,001                        | 156                  | 5.5%              |
| Public Administration                   | 7,619              | 8,283                        | 664                  | 8.7%              |
| Self Employed and Unpaid Family Workers | 8,099              | 8,995                        | 896                  | 11.1%             |

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, December 2018

The table above shows the 2016 to 2026 industry employment projections for the Northwest Workforce Investment Development Area (Northwest WDA). The 10-county area is projected to experience a net increase of 3,041 job openings, a 3.9% increase. Its goods producing industries (Natural Resources & Mining, Construction, and Manufacturing sectors) are projected to add a net employment to 150, an increase of .90%. Its services providing industries (Trade, Transportation, & Utilities, Information, Financial Activities, Professional & Business Services, Education & Health Services, Leisure & Hospitality, Other Services, and Public Administration sectors) are projected to add 2,000 job openings, an increase of 3.8%.

The Construction sector is projected to have the highest growth of 11.7%. The Professional & Business Services sector and the self-employed and unpaid family workers are projected to grow 10.8% and 11.1%, respectively, making them the second and third highest projected growth industry sectors in the Northwest WDA. Two industry sectors are projected to have a negative change in employment: the Manufacturing sector losing, 227 net jobs, and the Information sector, losing 28 net jobs. The 2016 to 2026 industry employment projections for the WDA mostly differ from Wisconsin's state projections. One similarity is the employment percentage change of the Information sector. The State is projected to see a negative percentage change of -2.1% similar to Northwest Wisconsin's -4.4%. On the other hand, the Manufacturing sector projections for Wisconsin are a positive net change of 1.7% compared to Northwest Wisconsin's negative net change of -2.0%.

**Occupational Employment Projections**  
**Northwest WDA - Occupation Projections 2016-2026**  
**Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn Counties**

| Occupation Title                               | 2016<br>Employment | 2026 Projected<br>Employment | Occupational<br>Openings | Percent Change<br>(2016-2026) | <div> <div>Annual Growth</div> <div>Labor Force Exits</div> <div>Occupational Transfers</div> </div> |
|------------------------------------------------|--------------------|------------------------------|--------------------------|-------------------------------|------------------------------------------------------------------------------------------------------|
| Total, All                                     | 77,230             | 80,270                       | 9,060                    | 3.9%                          |                                                                                                      |
| Management                                     | 5,690              | 6,120                        | 480                      | 7.6%                          |                                                                                                      |
| Business and Financial Operations              | 2,170              | 2,300                        | 210                      | 6.0%                          |                                                                                                      |
| Computer and Mathematical                      | 580                | 630                          | 50                       | 8.6%                          |                                                                                                      |
| Architecture and Engineering                   | 1,090              | 1,130                        | 80                       | 3.7%                          |                                                                                                      |
| Life, Physical, and Social Science             | 720                | 770                          | 80                       | 6.9%                          |                                                                                                      |
| Community and Social Service                   | 950                | 1,040                        | 120                      | 9.5%                          |                                                                                                      |
| Legal                                          | 270                | 280                          | 20                       | 3.7%                          |                                                                                                      |
| Education, Training, and Library               | 5,370              | 5,640                        | 500                      | 5.0%                          |                                                                                                      |
| Arts, Design, Entertainment, Sports, and Media | 720                | 760                          | 80                       | 5.6%                          |                                                                                                      |
| Healthcare Practitioners and Technical         | 3,370              | 3,450                        | 190                      | 2.4%                          |                                                                                                      |
| Healthcare Support                             | 1,440              | 1,370                        | 150                      | -4.9%                         |                                                                                                      |
| Protective Service                             | 1,490              | 1,620                        | 170                      | 8.7%                          |                                                                                                      |
| Food Preparation and Serving Related           | 6,950              | 7,280                        | 1,220                    | 4.7%                          |                                                                                                      |
| Building and Grounds Cleaning and Maintenance  | 3,080              | 3,130                        | 400                      | 1.6%                          |                                                                                                      |
| Personal Care and Service                      | 3,390              | 3,860                        | 560                      | 13.9%                         |                                                                                                      |
| Sales and Related                              | 6,910              | 7,060                        | 1,010                    | 2.2%                          |                                                                                                      |
| Office and Administrative Support              | 9,860              | 9,760                        | 1,080                    | -1.0%                         |                                                                                                      |
| Farming, Fishing, and Forestry                 | 1,470              | 1,540                        | 240                      | 4.8%                          |                                                                                                      |
| Construction and Extraction                    | 3,650              | 4,080                        | 420                      | 11.8%                         |                                                                                                      |
| Installation, Maintenance, and Repair          | 3,590              | 3,760                        | 360                      | 4.7%                          |                                                                                                      |
| Production                                     | 8,240              | 8,010                        | 890                      | -2.8%                         |                                                                                                      |
| Transportation and Material Moving             | 6,250              | 6,690                        | 790                      | 7.0%                          |                                                                                                      |

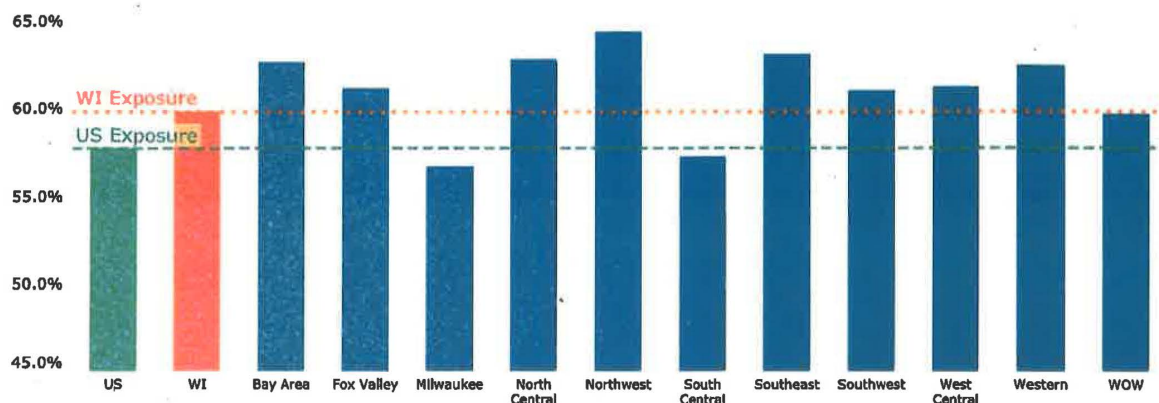
Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, December 2018

Above are the 2016 to 2026 Occupational Employment Projections for Northwest Wisconsin. In previous projections, each occupation had annual openings broken down into two categories: openings due to growth and openings due to replacements. For the 2016 to 2026 projections there is a new methodology that changes how annual openings are broken down. Now there are three categories of openings: annual growth, labor force exits, and occupational transfers. The new methodology increases the detail of openings, giving the ability to determine how many job openings exist because of people who have left the workforce altogether.

Not only does the new methodology supply greater detail in openings, but it also allows for a calculation of the average number of years an individual works in any occupation. The separation rate can be derived by adding the annual exits and the annual transfers then dividing that sum by the number of those employed. The inverse of this separation rate equals the average number of years people stay employed in that occupation. For example, we find that surgeons continue to work as surgeons for 38 years while food servers continue to work as food servers for only five years.



### Automation Exposure by Workforce Development Area



Source: The Future of Employment: How Susceptible are Jobs to Computerisation, C.B. Frey and M.A. Osborne, September 17, 2013, Oxford Martin School, University of Oxford; OES

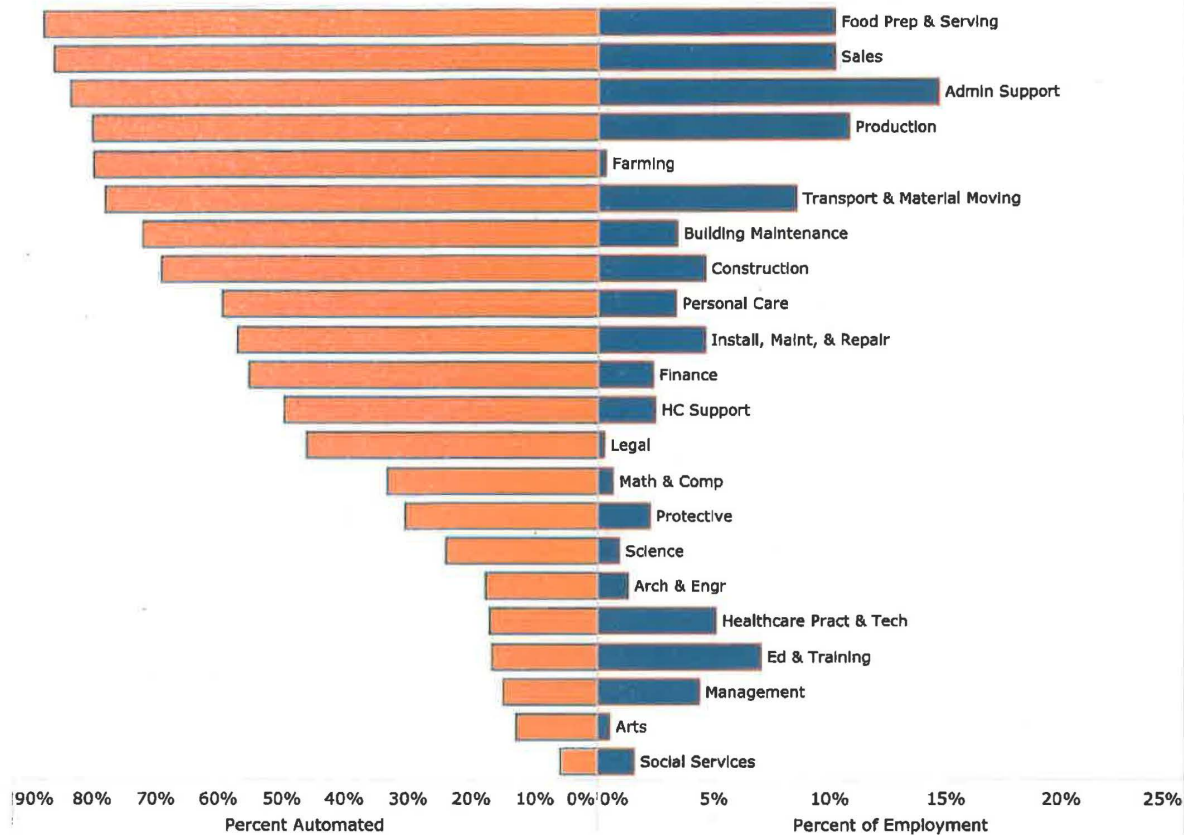
Technological advancements are changing the occupational landscape of the nation and Wisconsin is no exception. Developments in the fields of artificial intelligence, the internet of things (ability of electronic devices to communicate with each other), autonomous transportation, and many others are widely expected to have significant impacts on the nature of work, both in terms of the job mix and the skillsets needed to succeed in the labor market. By merging occupational-level probabilities of automation from a 2013 Oxford study with employment data from the Occupational Employment Statistics data set, we are able to estimate the overall level of exposure to automation and compare it across different geographies, which is identified in the chart above.

The Northwest WDA has the highest exposure to automation than any other WDA in Wisconsin. Of the six occupation groups with the highest automation exposure, five of them have a higher share of the total employment in the Northwest WDA than Wisconsin as a whole. Automation exposure does not mean the elimination of all jobs in an industry. Many times, it is the integration of technology alongside workers that make a job safer, more productive, and less difficult. With the bleak demographic trends in NW Wisconsin, an increase in automation has the potential to help businesses stay competitive with a contracting labor supply.

Further analysis of the interactions between automation and other occupational characteristics yields some interesting conclusions that have broad implications on the labor market. Automation exposure is anticipated to continue contributing to inequality both in terms of wages and education. In other words, automation exposure has a strong tendency to decrease as wages and educational requirements associated with the job increase. Technological advancements can also help mitigate the workforce quantity challenge by enhancing labor productivity, which is essential for continued economic prosperity without increasing labor force. Of note, these developments are also anticipated to accelerate the evolution of workplace skills, which puts additional emphasis on the roles of postsecondary education and upskilling while still on the job.



**Automation Exposure by Occupation Group  
for Northwest WDA**  
**Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn Counties**



Source: The Future of Employment: How Susceptible are Jobs to Computerisation, C.B. Frey and M.A. Osborne, September 17, 2013, Oxford Martin School, University of Oxford; OES

The chart on this page examines job automation by occupations. On the right in blue, we see the overall employment in those occupation groups in the Northwest WDA; and on the left in orange is the level of automation exposure. Those occupations near the bottom of the graph have relatively low levels of automation exposure. The skill sets required to do many of these jobs (e.g. interacting with the environment, creativity, problem solving, and working with others) render them less exposed to automation, at least as technology stands now. The area of concern tends to be those occupations located near the top – occupations that are particularly exposed to future automation trends. Production occupations make up a high share of employment. Repetitive occupations that do not require a high degree of manual dexterity, problem solving, creativity, or adaptation are more likely to be automated. Transportation and Material Moving is in a similar situation with the industry moving steadily into self-driving vehicles, robotic mooring systems at docks, and highly automated warehouses. The ability of the workforce to adapt to these rapid changes and the new occupations they will bring will be essential to continued economic progress going forward.