

**MEMORANDUM OF UNDERSTANDING REGARDING MUTUAL AID BETWEEN  
THE CROW CREEK SIOUX TRIBE AND  
THE SOUTH DAKOTA HIGHWAY PATROL**

1. This Mutual Aid Agreement is hereby entered into by and between the Crow Creek Sioux Tribe and the South Dakota Department of Public Safety's Division of Highway Patrol to provide mutual aid and assistance to each other for the safety and protection of the citizens of South Dakota and those persons, whether Indian or non-Indian, who live within the boundaries of the Crow Creek Sioux Reservation.
2. The purpose of this Agreement is to coordinate law enforcement efforts between the Crow Creek Sioux Tribe and the South Dakota Highway Patrol. In view of the jurisdictional issues that would ordinarily arise, and the goal of providing safety and protection to all persons, the parties hereby agree as follows:
  - A. Either party may request assistance from the other party at any time.
  - B. Each party will assist and cooperate with the other party's staff and the people they serve when requested. Each responding party is hereby granted permission and jurisdiction to aid the requesting party. Jurisdictional authority begins with receipt of request for aid and ends when the request or response is terminated.
  - C. Upon receipt of a request for assistance the responding party shall immediately notify the requesting party if it can participate and to what extent it can participate in the request.
  - D. Upon receipt of a request for assistance, the responding party shall provide the requested assistance unless it determines, in its sole discretion, that providing the requested assistance would leave it inadequate resources to preserve and protect the health, safety, and welfare of its citizens or that it is otherwise unable to provide the requested assistance.
  - E. Any party that provides assistance pursuant to a request under this Agreement may withdraw that assistance at any time if it determines, in its sole discretion, that continuing to provide that assistance would leave it inadequate resources to preserve the health, safety, and welfare of its citizens or is otherwise unable to provide the requested assistance.
  - F. All vehicles, equipment and personnel of a responding party will be under the direction and control of the commanding officer of the jurisdiction requesting mutual aid. The commanding officer of the responding party may at any time decide to terminate the mutual aid as to vehicles, equipment, and personnel of the responding party to reduce the aid being provided at any time.

- G. Should a complaint be received by a party lacking primary jurisdiction, at a time when there is no active request for assistance, the party with jurisdiction shall be notified immediately and the following shall occur:
1. The officer who received the initial complaint may be the first to respond if the party having jurisdiction gives approval.
  2. The party having jurisdiction must also respond in a timely manner
  3. The officer lacking primary jurisdiction shall assist the party having primary jurisdiction until such time as he/she is relieved by the officer in charge of the scene or incident or by that officer's immediate supervisor.
- H. Each party shall be responsible for any liability incurred by its own officer(s) acting within the scope of their employment, whether acting on behalf of the requesting entity or the responding entity. Accordingly, each party will provide insurance coverage for its own employees, including workman's compensation.
- I. The South Dakota Highway Patrol will not attempt to enforce or apply state laws to any person on the Crow Creek Reservation while assisting Tribal law enforcement. The Highway Patrol will have authority to enforce tribal law under the Crow Creek Sioux Tribal Law and Order Code and Major Crimes under the Federal Criminal Code.
- J. Nothing in this Agreement shall constitute a waiver of abrogation of sovereign immunity or any statutory immunity.
- K. This Agreement shall be effective from the date of the last signature affixed below and shall continue for five (5) years unless otherwise terminated. Either party can terminate this Agreement for any or no reason upon thirty (30) days notice to the other party.
- L. This Memorandum of Understanding constitutes the entire agreement between the parties on this subject and shall be authorized and approved by the authorized person or governing body of each party. The Memorandum of Understanding may be modified only in writing signed by both parties. This Memorandum of Understanding does not give rise to any legally enforceable rights between the parties hereto or third parties.

In Witness Whereof, the parties signify their agreement by the signatures affixed below:

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Brandon Sazue, Chairman  
Crow Creek Sioux Tribe

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Trevor Jones, Secretary  
SD Department of Public Safety

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Date

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Date

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Scott Shield, Chief of Police  
Crow Creek Sioux Agency BIA-OJS  
Law Enforcement

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Craig Price, Superintendent  
South Dakota Highway Patrol

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Date

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Date