



**RESOLUTION OF THE GOVERNING BODY OF THE
THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD INDIAN RESERVATION**

A Resolution Entitled, “*Authorizing a Law Enforcement Services Memorandum of Understanding with Mclean County*”

- WHEREAS,** The Mandan Hidatsa and Arikara Nation (MHA Nation), also known as the Three Affiliated Tribes, having accepted the Indian Reorganization Act of June 18, 1934, the authority under said Act, and having adopted a Constitution and By-laws (the Constitution) under said Act, and
- WHEREAS,** Pursuant to Article III, Section 1 of the Constitution, the Tribal Business Council is the governing body of the MHA Nation; and
- WHEREAS,** The Constitution authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the MHA Nation and of the enrolled members thereof; and
- WHEREAS,** Pursuant to Article VI, Section 5(1) of the Constitution, the Tribal Business Council has the power to adopt Resolutions regulating the procedures of the Tribal Business Council, its agencies and officials; and
- WHEREAS,** Article VI, Section 5(c) of the Constitution specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Nation and to make expenditures from available Tribal funds for public purposes for the Nation; and
- WHEREAS,** The White Shield Segment is remote and in need of additional law enforcement services for the protection of the Segment residents; and
- WHEREAS,** The County of Mclean is willing to enter into a Memorandum of Understanding, attached as **Attachment A**, to provide additional services.
- NOW THEREFORE BE IT RESOLVED,** subject to legal review, the Tribal Business Council hereby approves the Memorandum of Understanding and authorizes the Tribal Chairman, to execute the Memorandum of Understanding on behalf of the MHA Nation.
- BE IT FINALLY RESOLVED,** The Tribal Chairman and White Shield representative is authorized to take such action as is necessary to carry out the terms and intent of this Resolution.



CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation, hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 9th day of January, 2020, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 2 members not voting, and that said Resolution has not been rescinded or amended in any way.

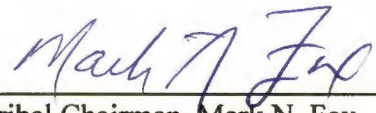
Chairman [X] Voting. [] Not Voting.

Dated this 9th day of January, 2020.

ATTEST:



Tribal Secretary, Fred W. Fox
Tribal Business Council



Tribal Chairman, Mark N. Fox
Tribal Business Council

POLICE SERVICES MOU

This memorandum of understanding (MOU) is made and entered into between the COUNTY OF McLEAN, (COUNTY), and the THREE AFFILIATED TRIBES (TAT) to provide patrol protection and law enforcement services for the White Shield Segment of the Fort Berthold Indian Reservation. Nothing in this MOU can be construed to reduce any tribal sovereignty or violate any tribal, state, or federal laws.


Pursuant to this MOU, the County, through the McLean County Sheriff, will provide patrol protection and other law enforcement services within the boundaries of the White Shield Segment. Such law enforcement services are limited to the jurisdiction conveyed to a sheriff and sheriff deputies by state and federal law, and in compliance with any separate law enforcement agreements with the TAT.

The TAT should make recommendations and comments on any police matters to the Sheriff. The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such service and the control of personnel so employed, shall remain in the County.

In consideration of the services to be performed by the County under this MOU, the TAT agrees to pay to the County the sum of \$ 160,000.00 per year in monthly installments of \$13,333.33 per month. Said payments to commence on January 1, 2020. The TAT also agrees to provide office space and Internet access for the County.

Prior to July 1st of each year, the County shall submit to the TAT a MOU renewal agreement that includes any adjustments for the TAT's review. The County agrees to address any questions, clarifications, or concerns the TAT has with the annual renewal MOU. The TAT agrees to forward to the County any concerns with the renewal MOU at its earliest convenience, and agrees to sign or decline renewal of the MOU by August 1st of each year. Notwithstanding the provisions of this paragraph hereinafter set forth, either party may terminate this agreement as of the first day of January of any year upon notice in writing to the other party of not less than four (4) calendar months prior thereto.

IN WITNESS WHEREOF,

 Date _____
Councilman, White Shield Segment
of the Three Affiliated Tribes

_____ Date _____
Chairman, McLean County Commission

_____ Date _____
McLean County State's Attorney

Attachment A to Mclean County MOU

Emergencies, Arrest, Temporary Detention, Hot Pursuit

Emergency calls for service will result in a response by the closest available peace officer, until an agency with primary responsibility assumes the lead investigative role. Additional resources may be dispatched as necessary by the primary or assisting agency to ensure control and mitigation of the emergency event. If a peace officer or agency has knowledge of an incident requiring a police response, but not within an officer's primary jurisdiction, that officer or agency shall refer that incident to the agency with primary jurisdiction. After notification, the officer may handle the incident if the primary agency affirms that it is not available and requests assistance.

A peace officer without personal jurisdiction to detain or arrest an individual because the individual is an Indian or non-Indian respectively, is authorized under this Agreement to temporarily detain or arrest the individual and hold the individual until a peace officer with personal jurisdiction takes custody of the individual. If a peace officer uses these powers they should immediately contact the agency that has personal jurisdiction over the individual and follow the directives that agency gives for resolution of the arrest or detention. If the individual flees or resists the arrest or detention, a peace officer may use whatever reasonable force is necessary to obtain control over the individual while waiting for a peace officer with personal jurisdiction to arrive on scene.

A peace officer with personal jurisdiction over an Indian or non-Indian respectively, may communicate to a peace officer without personal jurisdiction directives to detain or arrest an individual until such time as a peace officer with personal jurisdiction can assume the custody of the individual. Such communication conveys a mutual aid request and temporary police powers.

A peace officer in "hot" or "fresh" pursuit may continue onto or off the reservation in active pursuit of an individual who is fleeing to avoid arrest, detection, citation, or to destroy evidence. If the individual is stopped or apprehended after a hot pursuit the peace officer that initiated the pursuit may take custody of the individual, and any evidence of their crime, and transport them off the reservation or back onto the reservation respectively. The parties to this agreement will cooperate with each other to resolve hot pursuit situations as safely as possible, and agree to not dispute jurisdictional issues during the events.

Use of Force

All powers, rights, and limitations conferred by law upon a peace officer to use force, including deadly force, are not reduced or expanded under this Agreement. Under this Agreement, any peace officer is authorized to use necessary force to quell an active shooter or other imminent threat to themselves or others, and to protect property from harm or destruction, if there is no time or means to contact the law enforcement agency that would have primary investigative jurisdiction if an emergency did not exist.

Emergency Mental Health Case Handling Agreement

Calls for service to drug, alcohol, or mental health emergencies require the parties to apportion responses according to the safest and most expedient way to address the emergency. The parties to this agreement will work together in all aspects of these emergencies.

Security of the scene and securing the afflicted person to prevent alarm and harm is the top priority for each party to this agreement. If the afflicted person is an Indian, tribal law enforcement shall have the primary duty of security at the scene, in an ambulance, at the hospital, and for transport to and from court or treatment facility ordered by the court. If the afflicted person is a non-Indian, the county will have these same duties and responsibilities. However, nothing in this agreement limits any agency from initially securing the scene or afflicted person if the agency with primary jurisdiction is not as readily available at the time of the emergency call.

The county agrees to handle all emergency involuntary commitment legal proceedings, including those involving Indians if requested to do so by tribal law enforcement. The county duties include the filing of petitions in state court for commitments, appearances in state court on behalf of the petitioner, and the payment of defense costs for attorneys appointed to assist the afflicted person.