AGREEMENT BETWEEN THE TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS AND THE NORTH DAKOTA DEPARTMENT OF CORRECTIONS AND REHABILITATION – DIVISION OF PAROLE AND PROBATION

1. PARTIES
The parties to this Agreement are the North Dakota Department of Corrections and Rehabilitation – Division of Parole and Probation (hereinafter “Department”), an agency of the State of North Dakota (hereinafter “State”), and law enforcement operating on behalf of the Turtle Mountain Band of Chippewa Indians (hereinafter “Tribe”).

2. PURPOSE
This Agreement is to facilitate a cooperative law enforcement effort between the Department and the Tribe to provide mutual aid and assistance for the safety and protection of the citizens of North Dakota and those persons who live or travel within the boundaries of the Turtle Mountain Band of Chippewa Indians Reservation. This Agreement is intended to facilitate cooperative law enforcement efforts to provide mutual aid and assistance for public safety by the Tribe and the State and does not constitute nor shall this Agreement be construed as a waiver, admission, or concession of jurisdiction or claims by the Department, State, or the Tribe, and cannot be used to further or promote litigation or legislation.

3. DEFINITIONS
A. “Indian” means a member of a federally-recognized Native American tribe.
B. “Non-Indian” means anyone who does not fall within this Agreement’s definition of “Indian.”
C. “Reservation” means the Turtle Mountain Band of Chippewa Indians Reservation as established by the McCumber Agreement of 1892 and subsequent agreements, Executive Orders and Congressional actions.
D. “Indian Land” means land within the exterior boundaries of an Indian reservation held in trust by the federal government for the benefit of an Indian Tribe or an Indian and land held within the exterior boundaries of an Indian Reservation owned in fee by an Indian Tribe or an Indian.
E. “Emergency” means incidents that are an imminent threat to the public safety, health, welfare.

4. TERM OF AGREEMENT
This Agreement shall be effective from the date of the last signature affixed below until terminated or modified in writing. This Agreement will, at regular intervals, be subjected to review by the Department and Tribe to determine appropriate amendments. These reviews can be requested by either party and the North Dakota Indian Affairs Commission. THE PARTIES, TO THE EXTENT RESOURCES PERMIT, MAKES THE FOLLOWING COMMITMENTS:

A. Emergency Calls for Service
1. Emergency calls for service will result in a response by the closest available peace officer, until an agency with primary responsibility assumes lead.
2. Additional resources may be dispatched as necessary by either party to ensure control and mitigation of the emergency event.

B. Requests for Assistance/Mutual Aid
1. Any party may request assistance from another party at any time. Assistance may include, but is not limited to, response to criminal activity, search and rescue efforts, emergency management, collaborative enforcement, and training.
2. The level of assistance provided is subject to the party’s available resources at the time of the request.

C. Temporary Detainment or Arrest
1. A peace officer without personal jurisdiction is authorized under this Agreement to temporarily hold, detain, or arrest an individual until a peace officer with personal jurisdiction takes custody of the individual.
2. A peace officer without personal jurisdiction who detains or arrests an individual should immediately contact the party that has personal jurisdiction and follow the directives that party gives for resolution of the arrest or detention.
3. A peace officer with personal jurisdiction may communicate to a peace officer without jurisdiction directives to detain or arrest an individual until such time as a peace officer with jurisdiction can assume custody of the individual. Such communication is a mutual aid request and conveys temporary police powers.
4. In the event a peace officer with personal jurisdiction cannot respond to the scene, an officer without personal jurisdiction may transport the detained or arrested individual to the entity with personal jurisdiction.

D. Information sharing
1. The Tribe and the Department agree to mutually exchange information addressing criminal activity for the well-being of people living on and off the Tribe’s land.
2. The Department may authorize the Tribe to have access to its information management system referred to as DOCSTARS as set forth in sections 6-9 of this Agreement.

E. Search and Seizure
1. The Tribe and the Department agree to coordinate the lawful searches of adults supervised by the Department on Tribal lands. The Tribe may not engage in exercising the search clause without the consent or the presence of a Department parole and probation officer. The Department agrees not to use the search clause on Tribal lands without the presence or approval by a Tribal peace officer.
2. Property seized may be held by the Tribe, Department or other lawfully involved law enforcement agency.
3. Any assets seized, forfeited, and sold from a search done under the Department’s search clause authority must be distributed as follows: 80% to the Tribe, 20% to the Department.
4. Any public information press releases relating to a search conducted according to this Agreement must be done by the Tribe in cooperation with the Department.

F. Extradition
1. The parties agree to follow Tribe and State extradition laws and procedures.

6. CONSENT TO CRIMINAL HISTORY RECORD BACKGROUND CHECK
Before the Department may authorize an employee of Tribe to access to the Department’s DOCSTARS information system, the employee must be an authorized agent of Tribe and shall have completed a statewide and nationwide criminal history record check, including fingerprinting, within the five year period preceding the agent’s authorized access to the Department’s DOCSTARS information system, for the purpose of determining the agent’s suitability to access the Department’s DOCSTARS information system.

7. DISSEMINATION OF CRIMINAL HISTORY RECORD INFORMATION PROHIBITED
Dissemination of criminal history record information may only be made in accordance with N.D.C.C. §§ 12-60-16.5 and 12-60-16.6.

8. DISQUALIFYING EVENTS
DOCSTARS contains criminal justice information, as defined by the FBI’s CJIS Security Policy and North Dakota CJIS system. For access to DOCSTARS, the Tribe’s law enforcement agency and each special agent requesting access must apply for access to criminal justice information through the North Dakota Office of Attorney General. The North Dakota Office of Attorney General may disqualify a special agent from access to the Department’s DOCSTARS information system in accordance with N.D.A.C. Chapter 10-18-01 if the agent has a criminal conviction(s) or currently pending criminal charge(s) in state, federal, or tribal courts, or is otherwise subject to adverse license action before the North Dakota Peace Officer Standards and Training Board.
9. SECURITY REQUIREMENTS
The Department may disqualify a special agent of Tribe from access to the Department's DOCSTARS information system if the agent fails to comply with the Department's security access requirements to the Department's DOCSTARS information system, if the agent has used access to the DOCSTARS information system for non-work related purposes, or has disseminated or misused information obtained from the Department's DOCSTARS information system for non-work related purposes. The Department may deny or revoke access to the DOCSTARS system by any agent of the Tribe for any violation of federal, state law, or any rule, regulation, or policy of the Department.

10. MUTUAL UNDERSTANDING BY AND BETWEEN BOTH PARTIES
A. This Agreement will be executed and performed in accordance with N.D.C.C. Ch. 54-40.2, except that the parties expressly agree that this document need not be submitted to the United States Secretary of Interior for approval before its execution and implementation.
B. When enforcement action is required concerning enrolled and non-enrolled citizens, the enforcement action will be coordinated between the parties in good faith discussions on a government-to-government basis.
C. The unauthorized release of records by any party in the agreement, including information related to traffic citations and/or criminal investigations, is prohibited. This does not include sharing pertinent law enforcement information or criminal intelligence during an active investigation internally or between parties. Requests for records must be submitted in writing directly to the applicable party listed in this Agreement. The request will include the specific reason the information is being requested. Records maintained by North Dakota public agencies are subject to N.D.C.C. Chapter 44-04.
D. The parties agree to cooperate, upon request, in prosecution of violations by meeting with prosecuting attorneys, providing testimony at trial, etc. The parties agree to share crime statistics with each other. No party is required to develop any separate crime statistics in furtherance of this Agreement. Available crime statistics that can be cumulated to assist parties in resource allocation, public understanding, or investigative targeting should be shared with the other party to this Agreement.

11. TERMINATION OF MEMORANDUM OF UNDERSTANDING
The Department or the Tribe may discontinue this Agreement at any time. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. This Agreement may be terminated at any time by the mutual agreement of both parties in writing.

Turtle Mountain Band of Chippewa Indians

By: ____________________________
Title: __________________________
Date: __________________________

STATE OF NORTH DAKOTA
Department of Corrections & Rehabilitation

By: ____________________________
Title: Chief Parole and Probation Officer
Date: __________________________

By: ____________________________
Title: Director, DOCR
Date: __________________________

The principle contacts for this instrument are:
The term of this Agreement commences upon approval by the Governor of North Dakota and the Chairperson of the Turtle Mountain Band of Indians.

Each party agrees that before withdrawing from this Agreement that written notice of the intent to withdraw will be sent to the NDIAC and that notice shall include the reasons for withdrawing from this Agreement. The parties further agree that they will allow the NDIAC a reasonable time to mediate any conflicts before a party withdraw from this Agreement. If a party files a request with the NDIAC for mediation, the adverse party agrees to respond to that request and participate in the NDIAC mediation process. If the mediation process fails, a party may withdraw from the Agreement.

Nothing in this Agreement shall be interpreted as diminishing or enhancing the sovereign rights of the parties, including sovereign immunity of the parties, except as stated in this Agreement. This Agreement shall not be used in any way by either party in any litigation that may arise regarding the substance of any issue covered by this Agreement other than with respect to enforcement of this Agreement.

This Agreement may not be amended in any manner except by written agreement signed by both parties in accordance with N.D.C.C. Ch. 54-40.2 and relevant Tribal laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last written date below.

Dated this ____ day of ___________, 2023

Turtle Mountain Band of Chippewa Indians

____________________________
Jamie Azure, Chairperson

Dated this ____ day of ___________, 2023

State of North Dakota

____________________________
Doug Burgum, Governor

Dated this ____ day of ___________, 2023

____________________________
Denise Azure, Turtle Mountain Band of Chippewa Indians Law Enforcement

Dated this ____ day of ___________, 2023