AGREEMENT BETWEEN THREE AFFILIATED TRIBES

AND THE

NORTH DAKOTA HIGHWAY PATROL

1. PARTIES

The parties to this Agreement are the North Dakota Highway Patrol (hereinafter "NDHP"), an agency of the State of North Dakota (hereinafter "State"), and the Three Affiliated Tribes (hereinafter "Tribe"), a federally recognized Indian tribe.

2. PURPOSE

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

3. DEFINITIONS

A. "Indian or enrolled citizen" means a member of a federally-recognized Indian tribe of the United States of America or a person eligible for membership in a federally recognized tribe.

B. "Non-Indian or non-enrolled citizen" means anyone who does not fall within this Agreement's definition of "Indian or enrolled citizen."

C. "Peace Officer" means a duly sworn officer recognized by the State of North Dakota to make arrests pursuant to NDCC chapter 29-06 or by the Tribe's Law Enforcement Act to make arrests.

D. "Reservation" means the Fort Berthold Indian Reservation ("FBIR" or "Reservation"), originally established by the Fort Laramie Treaty of 1851 and subsequent agreements, Executive Orders and Congressional actions.

E. "Emergency" means unexpected incidents that threaten public safety, health, and/or welfare.

F. "NDCC" means North Dakota Century Code.

G. "TATCC" means Three Affiliated Tribes Criminal Code.

4. STATEMENT OF MUTUAL BENEFITS AND INTEREST

Whereas the parties to this Agreement desire to provide the most efficient law enforcement protection to the residents of North Dakota and of the Fort Berthold Indian Reservation, the parties mutually agree as follows:

5. THE PARTIES, TO THE EXTENT RESOURCES PERMIT, MAKE 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 the party 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 the other party at any time. Assistance may include, but is not limited to: response to criminal activity, search and rescue, emergency management, collaborative enforcement, commercial motor vehicle safety enforcement, weight 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 may conduct an investigation to determine appropriate enforcement action regarding traffic violations, infractions, misdemeanor, and felony crimes. If the violation is a suspected impaired driver, the peace officer may administer field sobriety testing to determine impairment. If there is suspected impairment, the peace officer may detain the suspect and will contact the party with jurisdiction to determine the appropriate course of action.

2) A peace officer without jurisdiction is authorized under this Agreement to temporarily hold, detain, or arrest an individual until a peace officer with jurisdiction takes custody of the individual.

3) A peace officer without jurisdiction who detains or arrests an individual should immediately contact the agency that has jurisdiction and follow the directives that agency gives for resolution of the arrest or detention.

4) A peace officer with 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.
5) In the event a peace officer with jurisdiction cannot respond to the scene, an officer without jurisdiction may transport the detained or arrested individual to the party with jurisdiction.

D. Pursuits

1) A peace officer may continue onto or off the Reservation in fresh pursuit of an individual who fails or refuses to bring the vehicle to a stop, or who otherwise flees or attempts to elude in any manner, a pursuing peace officer.
2) The pursuing officer agrees to notify her/his respective dispatch and request notification to the party with jurisdiction.
3) If a seizure results from a pursuit, the peace officer making the apprehension may detain or arrest the individual, secure any evidence, and transport the individual off the Reservation or onto the Reservation.
4) If available, the party having jurisdiction at the location of the pursuit will take the lead.
5) The party having jurisdiction may terminate the pursuit at any time based on agency policy or officer discretion.

E. Use of Force

1) If a situation arises where force is necessary, each officer is governed by their policies.
2) Each party is responsible for any liability incurred by its own officer(s) acting within the scope of employment, whether acting on behalf of the requesting party or the responding party. Accordingly, each party will provide insurance coverage for their own employees.

F. Crash Investigation

1) The parties will assist in crash investigations with an official request for assistance from another peace officer. The level of assistance provided is subject to the party's available resources at the time of the request. The involved parties must communicate the level of crash investigation requested.

G. Extradition

The parties agree to follow the Tribe and State extradition laws and procedures depicted herein.

1) Tribal Extradition Procedures for State Warrants (TATCC Title III, Chapter 3).
   a. The Chairperson of the Judicial Committee of the Three Affiliated Tribes Tribal Business Council (hereinafter "Judicial Committee Chairperson"), shall appoint a Three Affiliated Tribes Extradition Official (hereinafter "TAT Extradition Official") who shall have the authority to have apprehended and delivered up to the executive authority of any Indian tribe, state, or the United States, any person charged with or convicted of a felony, who has fled from justice and is found within the exterior boundaries of the Reservation.
   b. A formal demand for extradition must be made in writing by the demanding sovereign alleging that the individual was present within the jurisdiction of the demanding sovereign at the time of the commission of the alleged crime and that, thereafter, he/she fled from the jurisdiction of the sovereign. Accompanying the formal demand shall be a copy of any warrant outstanding against the individual, a copy of any judgment of conviction or any sentence imposed in execution thereof, or a statement by an appropriate agent of the demanding sovereign that the individual has escaped from confinement or has violated the terms or conditions of his bail, probation, or parole. Additionally, the TAT Extradition Official shall receive a copy of any indictment, a copy of any information or complaint supported by an affidavit, or a copy of an affidavit made before a magistrate or judge in said jurisdiction. The indictment, information, complaint, or affidavit made before a magistrate or judge must substantially charge the individual whose extradition is demanded with having committed a felony under the laws of that sovereign. The copy of the indictment, information, complaint, affidavit, judgment of conviction, or sentence shall be authenticated by an appropriate agent of the demanding sovereign.
   c. If the TAT Extradition Official determines that the demand should be complied with, he/she shall cause a judge of the Tribe's Court to sign a warrant for apprehension which shall be directed to the Tribe's law enforcement officers for execution. The warrant shall authorize any of the Tribe's law enforcement officers to apprehend the individual at any time and any place where he/she may be found within the Reservation, and to command the aid of all the Tribe's law enforcement officers in the execution of the warrant.

d. No individual apprehended under such warrant shall be delivered directly over to an agent of the demanding sovereign. He/She shall first be taken forthwith before a Tribal judge who shall inform him/her of the demand made for his/her extradition, the felony with which he/she has been charged or of which he/she has been convicted, his/her right to demand and secure legal counsel, and his/her right to a full hearing to challenge the proposed extradition.

e. A full hearing shall be held within seventy-two (72) hours after the individual is apprehended to test the validity of the arrest. It will be presumed that the individual arrested desires a full hearing, unless the individual waives such hearing by executing in the presence of a Tribal judge a writing which states that he/she consents to the return to the demanding sovereign without a full hearing on the proposed extradition.

f. If, from the examination of the evidence presented at a hearing before a Tribal judge, it appears that the individual held is, in fact, the individual whose extradition is demanded and that he/she has fled from justice, the judge shall, by an order reciting his determination, commit him/her to a Tribal detention facility until such time as the TAT Extradition Official has surrendered him/her to an agent of the demanding sovereign. This period of detention shall not exceed thirty (30) days.

g. Unless the offense, with which the individual has been charged or of which he/she has been convicted, is shown to be an offense punishable by death or life imprisonment under the laws of the jurisdiction in which it was committed, the Tribal judge may, in lieu of confinement, admit the person arrested to bail by bond, with sufficient sureties in such a sum as he deems proper, until he/she is surrendered to an agent of the demanding sovereign.

h. The TAT Extradition Official shall also have the authority to demand the return of an individual charged with a crime, with escaping from confinement, or with violating the terms or conditions of his bail, probation, or parole within the Reservation, from the executive authority of any other sovereign authorized to receive such demand.

i. When the return to the Reservation of an individual charged with or convicted of a crime within the Reservation is required, a Tribal judge shall present to the TAT Extradition Official a written application for the return of such individual. The application shall state the name of the individual, the crime with which he/she has been charged or of which he/she has been convicted, the approximate time, place and circumstances of its commission, and the jurisdiction in which he/she is believed to be, including location of the individual in such jurisdiction, at the time the application is made. The application shall certify that, in the opinion of the judge, the ends of justice require the arrest and return of the individual to the Reservation for trial or other hearing and that the proceeding is not instituted to enforce a private claim.

j. An individual returned to the Reservation by means of extradition based on a criminal charge shall not be subject to personal service of process in any civil action arising out of the same circumstances involved in the criminal proceeding, until he/she has been finally convicted or, if acquitted, until he/she has had reasonable opportunity to return to the jurisdiction from which he/she was extradited.

k. Nothing contained in these Procedures shall be deemed to constitute a waiver by the Three Affiliated Tribes of their right, power, or privilege to try such demanded individual for any crime committed within the Reservation or of their right, power, or privilege to regain custody of such individual by extradition proceedings for the purpose of trial, sentence, or punishment for any crime committed with the Reservation.

2) State Extradition Procedures for Tribal Warrants

NDCC § 29-06.1-01. Definitions. As used in this chapter, unless the context otherwise requires:

a. "Tribal arrest warrant" means any document issued by a court of a tribe in this state which authorizes a peace officer to take custody of a person.

b. "Tribe" means any of the federally recognized Indian nations, tribes, or bands in this state.

NDCC § 29-06.1-02. Arrest with or without warrant.

a. A peace officer may arrest a person subject to a tribal arrest warrant if presented with the warrant and may arrest a person without a tribal arrest warrant upon probable cause to believe that the person is the subject of such a warrant. An arrest is authorized under this subsection only if the arrest warrant is issued for commission of a crime punishable as a misdemeanor under the applicable tribal ordinance or resolution.

b. The arrested person must be brought without unnecessary delay before the nearest available district judge.

c. The district judge shall issue an order continuing custody upon presentation of the tribal arrest warrant or, if the arrest is made without a warrant, upon testimony or affidavit showing probable cause to believe the person is the subject of such a warrant.

NDCC 29-06.1-03. Court appearance.

a. The district judge shall inform the person appearing under section 29-06.1-02 of the name of the tribe that has subjected the person to an arrest warrant, the basis for the arrest warrant, the right to assistance of counsel, and the right to require a judicial hearing before transfer of custody to the applicable tribal authority.

b. After being informed by the district judge of the effect of a waiver, the arrested person may waive the right to require a judicial hearing and consent to return to the applicable tribal authority by executing a written waiver in the presence of the judge. If the waiver is executed, the judge shall issue an order to transfer custody under section 29-06.1-04 or, with the consent of the applicable tribal authority, authorize the voluntary return of the person to that authority.

c. If a hearing is not waived under subsection 2, the district judge shall hold a hearing within three days, excluding weekends and holidays, after the appearance. The arrested person and the state's attorney of the county in which the hearing is to be held must be informed of the time and place of the hearing. The judge shall release the person upon conditions that will reasonably assure availability of the person for the hearing or direct a law enforcement office to maintain custody of the person until the time of the hearing. Following the hearing, the judge shall issue an order to transfer custody under section 29-06.1-04 unless the arrested person establishes by clear and convincing evidence that the arrested person is not the person identified in the warrant.

d. If the judge does not order transfer of custody, the judge shall order the arrested person to be released.

NDCC 29-06.1-04. Order to transfer custody.

a. A judicial order to transfer custody issued under section 29-06.1-03 must direct a law enforcement officer to take or retain custody of the person until an agent of the applicable tribal authority is available to take custody. If the agent has not taken custody within three days, excluding weekends and holidays, the judge may order the release of the person upon conditions that will assure the person's availability on a specified date within seven days, excluding weekends and holidays. If the agent has not taken custody within the time specified in the order, the person must be released. Thereafter, an order to transfer custody may be entered only if a new arrest warrant is issued.

b. The judge in the order transferring custody may authorize the voluntary return of the person with the consent of the applicable tribal authority.

c. An order to transfer custody is not appealable. An order denying transfer is appealable.

6. IT IS FURTHER MUTUALLY UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. This Agreement will be executed and performed in accordance with Section 54-40.2 of NDCC, 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. In the event that there is a question as to the status of any individual detained by Law Enforcement after regular government business hours, the Tribe and NDHP may rely upon the registration of the vehicle stopped, the driver’s license identification of race, a Tribal Identification card, and the totality of the circumstances.

D. All arrests, with or without a warrant, made by a state peace officer are subject to, and in accordance with, Section 29-06.1-02 of NDCC, as amended from time to time, and any such amendments are incorporated into and govern the interpretation and implementation of this Agreement.

E. This Agreement shall be effective from the date of the last signature affixed below and shall continue for 5 years unless otherwise terminated or modified in writing. This Agreement will, at regular intervals, be subjected to a thorough review by the NDHP and Tribe to determine if changes are appropriate. These reviews can be requested by any participating party and the North Dakota Indian Affairs Commission (hereinafter "NDIAC").

F. Upon request, a party will promptly provide the requesting party with information related to traffic and criminal violations.

G. Upon request, the parties further agree to cooperate in prosecution of violations by meeting with prosecuting attorneys and providing testimony at trial.

H. 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 all parties in resource allocation, public understanding, or investigative targeting should be shared with any other party to this Agreement.

I. The principal contacts for this instrument are:

Tribe:

Chairman Mark N. Fox
Three Affiliated Tribes
307 5th Avenue
New Town, ND 58763
Telephone: (701) 627-4781
E-mail: chairmanfox@mhanation.com

NDHP:

Colonel Daniel Haugen
North Dakota Highway Patrol

600 E Boulevard Avenue
Bismarck, ND 58505
Telephone: (701) 328-2447
Facsimile: (701) 328-1717
Email: dhaugen@nd.gov

J. The term of this Agreement commences upon approval by the Governor of North Dakota and the Chairperson of the Three Affiliated Tribes. Should the time come when the parties mutually agree that this Agreement should no longer be in force, it will no longer be in force at that time.

K. Before withdrawing from this Agreement, both parties agree that written notice of the intent to withdraw will be sent to the NDIAC and the other parties, 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 withdraws 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 to resolve conflict, a party may withdraw from the Agreement at that time.

L. Nothing in this Agreement shall be interpreted as diminishing or enhancing the sovereign rights of the respective parties, including sovereign immunity of the parties, except as may be specifically stated herein.

M. This Agreement shall not be permitted to be used in any way by either party in any litigation brought by any person including the parties to this Agreement that may arise regarding the substance of any issue covered by this Agreement.

N. This Agreement may not be amended in any manner except by written agreement signed by both parties in accordance with NDCC chapter 54-40.2 and relevant laws of the Three Affiliated Tribes.

O. Any future amendments to the NDCC shall automatically be incorporated into and govern this Memorandum of Understanding upon taking effect, without the necessity of further amendment by the Parties.

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

Dated this 23rd day of September, 2026

Three Affiliated Tribes

Mark N. Fox, Tribal Chairman

Dated this 2 day of October, 2026

State of North Dakota

Kelly Armstrong, Governor

Dated this 30 day of September, 2026

Three Affiliated Tribes Law Enforcement

Clifford J. Whitman, Chief of Police

Dated this 01 day of October, 2026

North Dakota Highway Patrol

Daniel Haugen, Colonel