

MEMORANDUM OF AGREEMENT  
FOR MOTOR VEHICLE CRASH REPORTING

This Agreement is by and between the South Dakota Department of Transportation (the "DOT"), the South Dakota Department of Public Safety (the "SD DPS"), and the Oglala Sioux Tribe (the "Tribe"), and the Oglala Sioux Tribe Department of Public Safety Highway Safety Program. ("OSTDPS-HSP")

The DOT, the DPS and the Tribe believe it is mutually beneficial to enter into this Agreement for the safety of the traveling public and the improvement of highway systems within the exterior boundaries of the Pine Ridge Reservation.

This Agreement applies to those circumstances when the provisions of SDCL Chapter 32-34 are inapplicable.

The parties agree as follows:


- 1) The success of this Agreement is predicated upon each party acting in accordance with the following principles:
  - a) Each party states that it is interested in:
    - i) Ensuring the motor vehicle crash data will be used for data analysis and generating supporting documentation for highway improvements; and
    - ii) Eliminating high hazard areas on the highway system within the reservation.
  - b) Compliance is the responsibility of each party. Each party agrees to conduct all activities in this regard with mutual respect for each other's respective jurisdictions.
  - c) The Tribe agrees to do the following:
    - i) Provide complete motor vehicle crash reporting data for all reportable motor vehicle accidents over which the Tribe has jurisdiction;
    - ii) Utilize the Traffic and Criminal Software (TRACS) for crash reporting within five (5) business days of the completion of classroom training and software installation; and
    - iii) Utilize funding provided by the Office of Highway Safety Project Agreement for FFY18 and subsequent years, if any, to purchase

equipment and training of tribal law enforcement and support staff necessary to implement TRACS.

- d) The SD-DPS agrees to do the following:
  - i) Collect all motor vehicle crash reporting data and use the information for motor vehicle crash analysis and reporting purposes;
  - ii) Provide the OST-DPS with quarterly reports concerning the data submitted pursuant to section I(c)(i) of this agreement;
  - iii) If funding is needed above awards provided through the Office of Highway Safety Project Agreements, the SD-DPS may provide additional funding, if available, for equipment and training;
  - iv) Provide ongoing technical support on TRACS to Tribal law enforcement and support personnel.
  
- e) The DOT agrees to do the following:
  - i) Analyze motor vehicle crash reporting data and use information for the purpose of identifying projects for the Five-year Statewide Transportation Improvement Program (STIP) in an effort to improve highway safety within the reservation boundaries;
  - ii) Conduct research projects and other technical analysis of motor vehicle crash reporting data, as recommended and approved by the DOT Research Review Board;
  - iii) Provide reports and technical analysis concerning motor vehicle crash reporting data submitted by the OST-DPS; and
  - iv) Provide technical\ assistance to Tribal planning and highway departments relating to the motor vehicle crash reporting data submitted by the OST-DPS/Tribe.
  
- 2) To provide for stability and predictability in the motor vehicle crash reporting analysis, each party agrees to maintain this Agreement through the term specified below. Modifications or changes to the Agreement can be made only through mutual consent and will be effective after being reduced to writing and signed by an official for each party.
  
- 3) It is the intent of each party that this Agreement shall be implemented on a cooperative basis without regard to jurisdictional issues. Each party further agrees it will encourage informal resolution of any problem prior to instituting litigation. Each party further agrees that nothing herein shall prevent the Tribe, OST-DPS, the DOT, or the SD-DPS from instituting any litigation pertaining to any jurisdictional issue with regard to motor vehicle crash reporting or any other matter.

- 4) This Agreement shall be in effect as of the date of last signature below and shall remain in effect for a period of five (5) years thereafter, unless sooner terminated by any party hereto. Any party may terminate this Agreement by providing sixty (60) days notice, in writing, to the other parties.

OGLALA SIOUX TRIBE

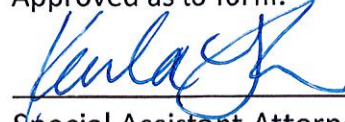


Scott Troy Weston  
Tribal President  
Oglala Sioux Tribe



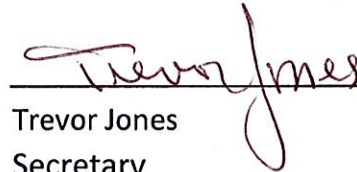
Mark Mesteth  
Chief of Police  
OST Dept of Public Safety

Approved as to form:



Special Assistant Attorney  
General  
Department of Transportation

STATE OF SOUTH DAKOTA



Trevor Jones  
Secretary  
Department of Public Safety

Date: 4-17-2017  


Darin Bergquist  
Secretary  
Department of Transportation

Date: 12/1/17