

**LOCAL INTERGOVERNMENTAL AID AGREEMENT
BETWEEN
THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY
AND
THE CITY OF SHAKOPEE
2024 - 2028**

This Local Intergovernmental Aid Agreement is made this 12th day of June, 2024, by and between the Shakopee Mdewakanton Sioux Community, a sovereign Indian Tribe, federally recognized and organized under the Indian Reorganization Act of 1934, 25 U.S.C. § 476 (hereinafter the "Community") and the City of Shakopee, a municipal corporation in Scott County, Minnesota (hereinafter the "City")(together, the "Parties").

WHEREAS, the Community is a federally recognized Indian Tribe that retains and exercises powers consistent with its sovereign government status; and

WHEREAS, the City is a body politic located in Scott County, Minnesota and organized under the laws of the State of Minnesota; and

WHEREAS, certain portions of Community land lie within the legal boundary of the City; and

WHEREAS, the City recognizes the Community's sovereign status requires the City to interact with the Community on a government-to-government basis; and

WHEREAS, by virtue of the Parties' previous Local Intergovernmental Aid Agreements of 2013, 2016, and 2022, the City and the Community declared their desire to maintain a strong and mutually supportive intergovernmental relationship whereby the City provided to the Community local governmental services as required by law and the Community assisted the City by providing additional funding to aid in the provision of such services; and

WHEREAS, the Parties desire to maintain that mutually supportive relationship for the term extending from January 31, 2024 through January 31, 2028 in the manner set forth below.

Now therefore, the parties hereto agree as follows:

1. **Provision of Services.** The City shall provide police services to the Community at a level not less than those which are provided to the balance of the City's service area as required by law, and as it would in the absence of this Agreement. Said services shall include, but not be limited to, routine police activity, response to calls for assistance, and the investigation of crimes which occur on Community properties that are within the City limits. The City will respond to calls for assistance on Community properties which necessitate the response of multiple departments, in accordance with existing Joint Powers and Mutual Aid Agreements.

2. **Term and Termination.** The term of this Agreement shall be four (4) years and shall run coterminous with the term of the Community's elected Business Council, January 31, 2024 - January 31, 2028. This Agreement may be terminated at any time by either party by providing a thirty (30) day written notice. Upon termination of this Agreement, the Community shall pay the City that portion of the payment due for the year of termination prorated to the date of termination and the City shall remit to the Community, without delay, all payments made to the City in advance prorated to the date of termination. Nothing herein shall be construed as a promise to provide aid to the City beyond the termination date stated above.
3. **Payment for Services.**
 - a. Payment Amounts for Years 2024 and 2025. The Community agrees to pay to the City One Hundred Seventy-Five Thousand Dollars (\$175,000) per year pursuant to this Section 3.
 - b. Payment Amounts for Years 2026 and 2027. The Community agrees to pay to the City Two Hundred Thousand Dollars (\$200,000) per year pursuant to this Section 3.
4. **Conditions.** Payments by the Community to the City shall be subject to the following conditions:
 - a. The City shall list the amount of the Community's annual payment and attribute the payment to the Community in the description of the City's annual budget and any summary thereof that is made available to the public or otherwise published.
 - b. The City agrees to provide law enforcement support for the SMSC annual three (3) day Wacipi at no additional charge, unless the Parties agree that circumstances warrant the need for support beyond anticipated levels.
 - c. The City acknowledges that fulfillment of the commitment hereunder taken by the Community is strictly voluntary and subject to conditions, seen and unforeseen, that may cause financial uncertainty. Nothing herein shall be construed to relieve the City of its lawful obligation to provide police and other services as required by law.
5. **Limitation on Ability of City to Respond.** It is hereby understood and agreed to by the Parties that in certain circumstances the ability of the City to respond to incidents within the Community service territory may be limited by a variety of factors, including but not limited to, the availability of personnel and equipment, road conditions, the involvement of the equipment and personnel in other incidents in the City or the townships including such commitments made by the

City with other entities by virtue of mutual aid agreements, under statute or otherwise in the interest of public safety, or by other circumstances beyond the control of the City.

6. **Limitation on Liability of the City for Failure to Respond.** The Community agrees that the City's liability to the Community for any act or omission of the City's Fire Department or rescue team to respond to a call or to arrive in time to prevent the destruction of property or personal injury, including death, which might occur, and the City's liability to the Community for any act or omission of the City's Police Department to respond to a call for service shall be no greater than and no different from the City's legal liability to any other citizen of the City. The Parties agree that the City's liability is limited as provided by law including but not limited to Minnesota Statutes Chapter 466. The Parties hereto acknowledge that the Community cannot restrict the right of any individual member of the Community to bring suit for whatever reason. The Parties agree that neither party shall be obligated to indemnify the other from nor hold the other party harmless against any cause of action, suit, or proceeding which an individual member of the Community might bring against either party for any act or omission or for any actions taken in association with a response by the City to an incident.
7. **Notice.** Notice provided under this Agreement shall be in writing, signed by the officers' signatory to this Agreement or their successors, and shall be sent by Certified Mail, Return Receipt Requested, to the Parties at the following Addresses:

To the Community:

Tribal Administrator
Shakopee Mdewakanton Sioux Community
2330 Sioux Trail N.W.
Prior Lake, MN 55372

To the City:

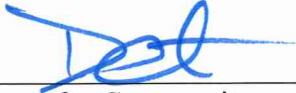
City Administrator
City of Shakopee
129 S. Holmes Street
Shakopee, MN 55379
8. **Authorization.** The Community's General Council authorized the Tribal Chairman to enter into an agreement with the City by passing General Council Resolution 11-14-95-002 and General Council Resolution 09-11-01-003.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Shakopee Mdewakanton Sioux Community

Approved as to form of execution:

By: 
Cole W. Miller, Chairman

By: 
Attorney for Community

Date: 6/12/24

Date: 6/12/24

City of Shakopee

Approved as to form of execution:

By: _____
Mayor

By: _____
Attorney for City

Date: _____

Date: _____

By: _____
City Administrator

Date: _____