

# **Memorandum of Mutual Support**

**Between the**

**Oglala Sioux Tribe Department of Public Safety  
and the Pennington County Sheriff's Office**

## **I. Purpose**

This Memorandum of Mutual Support ("Agreement") is made by and between the Oglala Sioux Tribe Department of Public Safety (OSTDPS) and the Pennington County Sheriff's Office (PCSO) in the spirit of cooperation and collaboration and is not intended as obligations that may be compelled by either party if both parties are not in full agreement. This Agreement represents the belief that these commitments will be of mutual benefit to the parties and the people they serve. The purpose of this Agreement is to establish guidelines for providing support services by both agencies, clarifying the respective jurisdictions of OSTDPS and the PCSO in certain matters involving public safety and emergencies, and to provide for the effective and efficient administration of public safety services in the jurisdictions of the OSTDPS and PCSO.

## **RECITALS**

- A. Whereas, there is a significant increase in violent crimes within the exterior boundaries of the Pine Ridge Indian Reservation including murder, assault, gun violence, and drugs, and
- B. Whereas, there is a critical need to respond to missing persons, and
- C. Whereas, there is a need to collaborate with surrounding jurisdictions in order to respond to emergencies that include violent crime, drugs, natural disasters, and other emergencies, and
- D. Whereas, the Oglala Sioux Tribe Department of Public Safety is severely underfunded and understaffed, and
- E. Whereas, Pennington County has a Native American resident population of more than 10% of its total population with many having ties to the Pine Ridge Indian Reservation, and
- F. Whereas, both parties to this Agreement desire to cooperatively work together in a manner that allows for mutual aid and support in their efforts to respond to incidences threatening public safety, and
- G. Whereas, the parties recognize there are cultural differences in the populations they serve and are determined to collaborate in developing and promoting an understanding of those

cultural differences and responding to requests for assistance bearing in mind those understandings towards the people they serve, and

- H. Whereas, both parties recognize the jurisdiction of each party and respects the other party's authority and neither intends to cross the jurisdictional boundaries of the other in the course of responding to a call for law enforcement assistance unless specifically requested by the other in accordance with this Agreement, and
- I. Whereas, the Pine Ridge Indian Reservation should not be a safe-haven for those who commit violent crime including drugs, gun violence, and assaults off-reservation and
- J. Whereas, *this Agreement is not a cross-deputization agreement* but only a framework to guide the cooperative and collaborative efforts of the parties in addressing the public's safety.

## **II. OSTDPS Jurisdiction**

The OSTDPS derives its jurisdiction in the Pine Ridge Indian Reservation from the Oglala Sioux Tribe Constitution and pursuant to P.L. 93-638 Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 et.seq.) contract and the 1868 Treaty with the Sioux.

The responsibilities of OSTDPS include, inter alia, the enforcement of tribal law within the exterior boundaries of the Pine Ridge Indian Reservation and any lands within the jurisdiction of the Oglala Sioux Tribe, in cooperation with appropriate federal and state law enforcement agencies, as well as the investigation, enforcement, and presentation for prosecution of cases involving violations of tribal and federal laws (e.g. Major Crimes Act) as they pertain to the Oglala Sioux Tribe.

## **III. Pennington County Sheriff's Office Jurisdiction**

The Pennington County Sheriff's Office derives its jurisdiction from South Dakota Codified Laws. The jurisdiction of the PCSO includes felony and misdemeanor crimes committed by individual against the persons or property within Pennington County.

The responsibilities of the PCSO shall include the enforcement of local and state law within Pennington County and, in cooperation with appropriate federal, State, and local law enforcement agencies, providing assistance with the investigation, enforcement, and presentation for prosecution of cases involving persons within Pennington County.

## **IV. OSTDPS Responsibilities under this Agreement**

1. Request aid or support from PCSO as deemed necessary solely in the discretion of the OST DPS.
2. Respond to request for aid or support from PCSO as deemed necessary solely in the discretion of the OST DPS.
3. The OSTDPS Chief of Police will ensure that law enforcement personnel of OSTDPS shall have received adequate training, with particular attention to report writing, interviewing techniques and witness statements, search and seizure techniques, and preservation of evidence and the crime scene. Appropriate procedures shall be followed with respect to the storage, transportation and destruction of and access to evidence and related documents and other materials acquired during this Agreement.
4. Consistent with the availability of resources, the OSTDPS will offer specialized training to the PCSO including cultural competency training. Training will be provided contingent on staffing levels and funding availability.
5. Consistent with limitations regarding confidentiality, the requirements of the Privacy Act, and any other applicable laws, and respective policies and procedures, the OSTDPS and the PCSO will cooperate on investigative matters of mutual interest and exchange intelligence and investigative reports as appropriate.

**V. Responsibilities of Pennington County Sheriff's Office**

1. The PCSO will ensure that law enforcement personnel of the PCSO shall have received adequate training, with particular attention to report writing, interviewing techniques and witness statements, search and seizure techniques, and preservation of evidence and the crime scene. Appropriate procedures shall be followed with respect to the storage, transportation and destruction of and access to evidence and related documents and other materials acquired during this Agreement.
2. Consistent with the availability of resources, the PCSO will offer specialized training to the OSTDPS. Training will be provided contingent on staffing levels and funding availability.
3. Consistent with limitations regarding confidentiality, the requirements of the Privacy Act, and any other applicable laws, and respective policies and procedures, the OSTDPS and the PCSO will cooperate on investigative matters of mutual interest and exchange intelligence and investigative reports as appropriate.

**VI. It is mutually understood and agreed upon between the parties that:**

1. Requests for mutual aid and support include certain law enforcement activities, e.g. vehicle pursuits traveling on/off the reservation, incidents involving special/tactical response such as active shooter incidents, real-time kidnapping, search and rescue of missing persons, natural disasters, and other emergency response events in accordance with this Agreement.
2. Mutual aid may include collaboration between the parties on violent crimes which affect either jurisdiction.
3. Request for Assistance. Either Party may request assistance from the other if a determination is made that there exists an emergency that is of such magnitude that the physical resources of the requesting Party are, for any reason, inadequate to safely and expeditiously address and respond to the incident.
4. Response to Request. Either Party may receive a request for assistance under this Agreement from the other Party and the responding party shall be the sole judge of the type and extent of assistance, if any, that may be provided. No party shall be liable to any other party for failing to respond to a request for assistance, or for any deficiency in the nature or extent of assistance that is provided.
5. To the extent they are or should be knowledgeable and able, all parties shall utilize a command structure compliant with requirements of the Incident Management System in place by the requesting jurisdiction. To the extent they are able, parties shall also make every effort to ensure common communications frequencies are utilized.
6. This Agreement is not an obligation or commitment of funding. Unless otherwise agreed in writing, each party will bear its own costs in relation to this Agreement. Expenditures by each party will be subject to its budgetary processes and to availability of funds and resources pursuant to applicable laws, regulations, and policies applicable to their respective agency.
7. Equipment and Personnel:
  - a. Each party shall be responsible for providing and maintaining its own equipment and for any and all of its personnel and equipment costs when acting under the Agreement. Each party shall retain ownership of any equipment or property it brings when responding to a request for assistance from another party to this Agreement.

- b. Neither party shall be reimbursed by the other party for any costs incurred during operations pursuant to this Agreement.
8. Modification. Modifications to this Agreement will, at regular intervals, be subject to a thorough review to determine if changes are appropriate. Modification of this Agreement shall be made in writing by consent of both parties upon the approval of the Oglala Sioux Tribe Tribal Council.
  9. Term. This Agreement will be effective upon signing by both parties and continue with reviews at regular intervals with the allowance for either party to opt out at any time with 30 days prior written notification to the other Party. Opting out of this Agreement shall not have any effect on any other or future agreements the parties may reach in other areas of mutual interest.
  10. The parties agree to be responsible for the negligent and wrongful acts and omissions of their respective employees while operating under the terms of this Agreement.
  11. The provisions set forth in this Agreement are solely for the purpose of internal guidance of components of mutual aid and support between the Parties.
  12. This Agreement does not, is not intended to, shall not be construed to, and may not be relied upon to create any substantive or procedural rights enforceable at law by any party in any matter, civil or criminal.
  13. This Agreement does not, is not intended to, and shall not be construed to exclude, supplant or limit otherwise lawful activities of the OSTDPS or PCSO.

**VII. No Waiver of Sovereign Immunity**

It is understood that the Oglala Sioux Tribe is a sovereign tribal nation and that this Agreement shall not be construed to waive the Tribe's sovereign immunity.

**VIII. Complete Agreement.**

This document constitutes the full and complete agreement between the OSTDPS and the PCSO as approved by the Oglala Sioux Tribal Council by OST Resolution No. 22-\_\_\_\_\_. By subscription of their signatures below the parties acknowledge that they have read, understand, and will abide by the foregoing statements.

  
\_\_\_\_\_  
Kevin Kijler, President, Oglala Sioux Tribe

9/1/22  
\_\_\_\_\_  
Date

  
Chief of Police, OSTDPS

  
Sheriff, Pennington County Sheriff's Office

09/01/2022  
Date

9-1-22  
Date