# Developing a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) to Prevent and Respond Effectively to Missing or Murdered Indigenous Persons (MMIP) Cases

Partnerships between Tribal and local law enforcement agencies can help strengthen and sustain their efforts to prevent and effectively respond to MMIP cases using a fair, victim-centered, and trauma-informed approach. Tribal, federal, and local law enforcement agencies may have various tools to support communication and collaborative efforts to prevent and respond effectively to MMIP cases, including MOU/MOAs and other relationship-enhancing documents. This sample MOU/MOA can be used as a guide for law enforcement agencies seeking to memorialize such arrangements.

MOU/MOAs, as referred to in this document, describe the responsibilities of the parties in carrying out an activity or process of mutual interest. They are intended to serve as tools to support collaboration, trust-building, and coordination across parties. Formal relationships between Tribal, federal, and local law enforcement, however, are not limited to MOU/MOAs; they may take a variety of forms, depending upon the capabilities of the respective parties. This document is meant to provide sample language that may be helpful to law enforcement agencies as they formulate or update an MOU/MOA.

It is recognized that each agency is unique and that there is no “one-size-fits-all” approach in this undertaking. It is also understood that laws vary across jurisdictions, whether Tribal, federal, state, or local. Tribal, federal, and local law enforcement agencies entering into an MOU/MOA might choose to use or adapt certain provisions while leaving out others. The parties also may choose to address additional topics in an MOU/MOA or other document. The parties will determine all terms, including how resources are shared and how costs will be distributed, if applicable. This sample MOU/MOA does not constitute legal advice. Written understandings between Tribal, federal, and local law enforcement authorities should always be reviewed by legal counsel for consistency with any applicable laws as well as jurisdiction and sovereignty issues.

Coordinating MMIP prevention and response works best as part of an integrated public safety and crime prevention strategy and where there is a concerted effort to develop close working relationships and trust among Tribal, federal, and local law enforcement partners and, when appropriate, other community groups. Thus, while this sample document is focused on the elements of an MOU/MOA addressing MMIP prevention and response, Tribal, federal, and local law enforcement agencies that have not already done so should consider addressing other related crimes in the same or a separate MOU/MOA, such as domestic violence, dating violence, stalking, and runaways. Officer training is another area of great importance in MMIP and related investigations.

## Parties to an MOU/MOA

A MOU/MOA should generally include two sets of parties: (1) the tribal law enforcement agency (in consultation with its Tribal council or other oversight authority, federal law enforcement, and any other offices or employees with an interest in or responsibility for MMIP prevention and response), and (2) the local law enforcement agency or agencies with jurisdiction on or around tribal lands. These agencies may include local police departments, county sheriff’s offices, or state police. Where a tribe has more than one reservation, an MOU/MOA should be developed with the local law enforcement agency with jurisdiction on or around the area where each reservation is located.

To foster collaboration and communication between tribal law enforcement and local law enforcement agencies, and to ensure the parties have full understanding of the scope of actions necessary to prevent and respond effectively to MMIP cases, tribal and local law enforcement administrators should be active participants in coordinating work completed under the MOU/MOA.

During the development of the MOU/MOA, it is recommended that the parties consult with other internal and external partners that are critical in preventing and responding effectively to MMIP cases, regardless of whether these partners ultimately become parties to the MOU/MOA. These critical partners may include but are not limited to the following: other law enforcement agencies, prosecutors’ offices, and federal and Tribal agencies (where not a party to the MOU/MOA); victim service offices; community organizations with expertise in MMIP–related issues; social service agencies (if appropriate); and other agencies that serve the public safety needs of the community. Consultation with these groups during the development of an MOU/MOA is important because it allows the parties to gain the insights of a broad spectrum of constituents and consider the concerns of these groups from the outset, even if not all of the input provided can be incorporated into the MOU/MOA. In addition, Tribal or local law enforcement may wish to enter into separate agreements with some or all of these groups.

## Sample MOU/MOA MMIP Provisions

### Purpose

To ensure a threshold shared understanding of intent, it is useful to memorialize the purpose of the MOU/MOA. For example, consider the following language:

To enhance safety and better serve the residents of our communities, ensure that investigations are comprehensive, facilitate the prosecution of offenders, and provide appropriate support to victims of Missing and Murdered Indigenous Person (MMIP) cases, this Memorandum of Understanding/Memorandum of Agreement (MOU/MOA) sets forth the respective roles and responsibilities of the Parties related to the prevention of and response to MMIP cases. The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU/MOA, which may necessitate further discussion and agreement.

This MOU/MOA meets the requirements of [insert relevant tribal law/state statute regarding mutual aid here].

### Communication and coordination

Given the multiple entities that may need to respond to a reported MMIP case, and the differing responsibilities of each, effective communication and coordination is critical. In the MOU/MOA, the Parties should identify the specific individuals in each agency with responsibility for overseeing the MOU/MOA’s provisions. In addition, law enforcement agencies’ communication with MMIP victims and their families is an important part of a trauma-informed response to MMIP cases. The following provisions exemplify elements of an effective communication and coordination system. The Parties must comply with applicable confidentiality and privacy laws and obligations, consistent with federal civil rights requirements.

1. The Parties will keep each other informed about current trends and patterns in MMIP cases by sharing data and analysis. The Parties will meet regularly to share this information.
2. The Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of their communities to facilitate a quick and effective response to MMIP and similar cases.
3. The Parties agree to implement communication and information technology infrastructure to promote interoperability of, among other things, public safety radio and recordkeeping systems; to facilitate access to time-sensitive information; and to coordinate operations to the extent permitted by law. As part of this infrastructure, the Parties agree to develop a plan for a timely response to all emergency calls for service within the jurisdictions covered by this MOU/MOA.
4. The Parties agree to provide each other with basic temporary workspace as needed for report-writing, interviews, and other basic operational purposes in furtherance of this MOU/MOA.
5. For the purpose of clarifying jurisdictional boundaries and sovereign lands, up-to-date maps will be shared with all parties to this MOU/MOA.
6. As soon as practicable, the Parties to this MOU/MOA will notify one another of any MMIP or similar case which may impact either Party or trigger any provision of this MOU/MOA.
7. The Parties agree to work with internal and external individuals and organizations with expertise in MMIP or similar case prevention and response efforts within their respective jurisdictions, and to hold at least annual meetings to address the effectiveness of their prevention and response policies, procedures, and efforts.

### MMIP prevention

Following are measures the Parties should consider including in the MOU/MOA to assist in the prevention of MMIP and similar cases. Many of these provisions are generalized in the context of this sample MOU/MOA, but many can and should be more specific in an actual MOU/MOA.

1. The Parties will cooperate in the development and implementation of MMIP prevention programs and will share relevant crime data in furtherance of crime prevention goals. The local law enforcement agency will include representatives from relevant stakeholder organizations in all regularly scheduled meetings regarding crime-trend data analysis, threat assessment, or other issues affecting the allocation and deployment of public safety resources related to MMIP or similar cases. Relevant stakeholder groups may include, for example, law enforcement agencies (Tribal, federal, state, and local), municipal agencies, state or local prosecutor’s offices, and victim support services.
2. The Parties agree to develop, implement, and measure the effectiveness of research informed strategies to prevent MMIP and similar crimes, including those directed at reducing the use, possession, and distribution of drugs and alcohol, to facilitate MMIP and similar cases.
3. The Parties agree to engage in outreach and collaborate with their communities to promote positive working relationships between law enforcement and other stakeholders. Outreach may include information made available online through agency websites or social media and other community-based events and publications.
4. The Parties agree to implement community and problem-oriented policing programs and community outreach efforts, to include residents and members of the business community with special attention to responsible corporate citizenship of businesses that sell alcohol or cannabis.

### Response to reported MMIP cases

Sensitive treatment of the reporting victim, family member, or friend; fair treatment of the alleged offender; and a well-coordinated, thorough, and unbiased investigation of the crime are all critical elements of an effective response to MMIP or similar cases. Following are key measures that the Parties should consider in developing their policies and procedures for responding to reported MMIP cases. To ensure clarity about each Party’s responsibilities under the MOU/MOA, the following provisions in an actual MOU/MOA would be more specific than is possible to set out here. For example, the MOU/MOA should specify which law enforcement agency has jurisdiction and will take the lead in conducting the investigation of a MMIP case occurring at a particular location. The Parties must comply with all confidentiality and privacy laws and obligations.

1. The Parties agree that the Tribal law enforcement agency and local law enforcement may request assistance from, and render assistance to, the other to respond to or investigate reports of MMIP or similar cases. The Parties will develop policies and procedures that set out the jurisdiction of tribal and local law enforcement agencies and provide for cross- or multi-jurisdictional response or investigation as appropriate. These policies and procedures will provide for coordination of the response to reports of MMIP or similar cases by clarifying roles and responsibilities based on criteria such as location/jurisdiction and type of incident (e.g., missing person or apparent felony crime), and on whether multiple tribal/non-tribal members may be involved (e.g., alleged perpetrator tribal member, victim non-tribal or vice versa). The policies and procedures will address the types of incidents in which concurrent jurisdiction may be appropriate.
2. The Parties agree to develop policies and procedures regarding when a report of MMIP or similar case can be shared between the tribal law enforcement agency and the local law enforcement agency. The victim’s interest in maintaining the confidentiality of personally identifying information will be respected. The Parties will identify the rare and exigent circumstances when personally identifying information will be shared without the victim’s consent.
3. The Parties recognize that regardless of which agency ultimately takes the lead investigative role in responding to a MMIP case, the other Party may be the first responder to the report. Thus each of the Parties has a responsibility to respond in a manner that facilitates an effective law enforcement response, as well as appropriate treatment of the individual reporting the incident. This includes ensuring the appropriate preservation of evidence.
4. To ensure that proficient investigations are conducted, the Parties agree that all or part of a MMIP criminal case may be transferred to another agency (e.g., an agency with overriding jurisdiction for such cases such as the FBI or BIA or another agency covered by this MOU/MOA) if it is agreed that another agency has significantly more experience, training, and available resources to effectively investigate such cases.
5. The Parties agree to use the expertise and resources of the cooperating agencies to ensure timely and proper evidence collection, maintenance, and preservation. The Parties agree to preserve evidence, regardless of whether the investigation is carried out by Tribal, federal, or local law enforcement.
6. The Parties agree that any law enforcement officer or responding individual will not make statements or act in any manner that directly or indirectly discourages the victim from pursuing criminal charges or a witness from making a statement at the time that the officer responds to an incident or during the initial interview, such as by stating that it is likely that the prosecutor would not seek an indictment or that a jury would not convict.
7. The Parties agree to share resources to ensure adequate and appropriately designed facilities are made available to conduct interviews of victims and witnesses in incidents of MMIP or similar cases.

### Training

Training is essential to ensuring that the Parties to the MOU/MOA and their employees and agents are able to fulfill their responsibilities under the MOU/MOA. Below are examples of the elements of training the Parties should consider. Additional topics for training beyond those set out here should be considered by the Parties to the MOU/MOA to address any other public safety issues facing Tribal and local law enforcement. The Parties also should ensure that the trainer has the skills, qualifications, and experience needed to conduct the particular type of training.

1. The Parties agree that any individual who may be required to conduct an investigation in response to a reported MMIP case will be given specialized training and periodic follow-up instruction in areas including but not limited to missing persons investigation, interviewing techniques, search and rescue, collection and preservation of evidence, forensics, assault/sexual assault, and homicide investigation.
2. The Parties agree to develop and deliver job-specific, trauma-informed training for 911 dispatchers and first responders on how to handle reported incidents of campus sexual assault and other crimes of violence.

### Costs and expenditures

The Parties agree that costs associated with this MOU/MOA will be covered as follows: [insert appropriate language].

### Legal obligations/considerations

Each Party agrees to act in good faith to observe the terms of this MOU/MOA; however, nothing in this MOU/MOA is intended to require any unlawful or unauthorized act by any Party.

No provision of this MOU/MOA shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU/MOA form the basis of a cause of action at law or equity by any third party.

### Term and termination

This MOU/MOA may be executed in counterparts.

This MOU/MOA may be terminated upon 30 days’ notice by any Party. This MOU/MOA may be amended or terminated by mutual agreement of the Parties. An amendment or termination should be done in writing.

This MOU/MOA is effective upon signature by each Party.

FOR [FULL NAME OF AGENCY] [DATE]

[Signature] [Print Name] [Title]

FOR [FULL NAME OF AGENCY] [DATE]

[Signature] [Print Name] [Title]