

**Cooperative Agreement Between the
Oglala Sioux Parks and Recreation Authority and the
South Dakota Department of Game, Fish and Parks**

I. EXISTENCE AND PURPOSE.

This Cooperative Agreement (CA) is hereby entered into this 26th day of April, 2017, by and between the Oglala Sioux Parks and Recreation Authority (OSPRA) and the South Dakota Department of Game, Fish and Parks (SDGFP) to provide guidance and memorialize collaboration between these parties to improve management of shared natural resources occurring within Oglala Lakota County, Southern Jackson County, and Bennett County of South Dakota.

The purpose of this CA is to formalize cooperative efforts by the Oglala Sioux Parks and Recreation Authority and South Dakota Department of Game, Fish and Parks where mutual interest exists to conduct collaborative operations. Collaborative operations between the parties may include, but not be limited to the following: conducting and sharing wildlife surveys, developing big game and small game harvest season recommendations, communicating wildlife and fisheries resource management concerns, collaborating on wildlife enforcement issues, sharing of intelligence info, interviews of suspects, joint LE activities cooperative effort to control predator and nuisance animal control activities in an effort to safeguard domestic livestock operations.

II. PARTIES. The Parties to this CA include:

A. The Oglala Sioux Parks and Recreation Authority is a wildlife management and law enforcement program under the umbrella of the Oglala Sioux Tribe.

B. The South Dakota Department of Game, Fish, and Parks is an executive agency of the State of South Dakota charged to perpetuate, conserve, manage, protect, and enhance South Dakota's wildlife resources, parks, and outdoor recreational opportunities for the use, benefit, and enjoyment of the people of South Dakota and its visitors, and to give the highest priority to the welfare of this state's wildlife and parks, and their environment, in planning and decisions.

III. TERMS. The terms of this CA include:

A. The parties agree to work cooperatively to conduct wildlife surveys, management and research projects when mutual interest exists and to share information to assist in effectively managing shared big game, small game, and non-game populations.

B. The parties may work together when appropriate to control predator or nuisance animals.

C. The parties agree to work cooperatively when possible to communicate and coordinate wildlife law enforcement operations.

D. SDGFP may make available various training opportunities to OSPRA personnel when opportunity exists to do so and when mutually agreed upon. Likewise OSPRA may make available various training opportunities to SDGFP when opportunity exists to do so and is mutually agreed upon.

E. SDGFP in cooperation with OSPRA may transplant wildlife and fisheries resources to the Pine Ridge Sioux Reservation to bolster existing populations where biologically justified and mutually agreed upon.

F. The parties will communicate regularly and conduct meetings as necessary to discuss various collaborative activities.

G. Either party that provides assistance pursuant to a request under this CA may withdraw that assistance at any time if it determines, in its sole discretion, that continuing to provide that assistance would leave it inadequate resources to preserve the health, safety, and welfare of its citizens or is otherwise unable to provide the requested assistance.

H. Nothing in this CA shall constitute a waiver or abrogation by either party of its sovereign immunity or any statutory immunity.

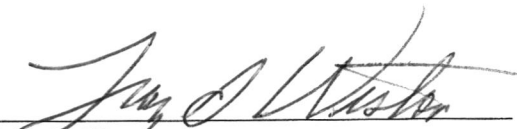
I. Nothing in this CA shall constitute a waiver or diminishment by either party of any standing hunting and fishing rights.

IV. CA DURATION

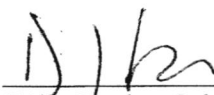
A. This CA shall be in effect from and after the date of its execution by both parties.

B. This CA may be terminated by either party upon providing at least thirty days (30) days written notice of said termination to the other party.

IN WITNESS THEREOF, this Cooperative Agreement is hereby agreed to and signed by the parties:



Troy S. Weston
President, Oglala Sioux Tribal Council



Kelly Hepler, Cabinet Secretary
SD Department of Game, Fish and Parks

