MEMORANDUM OF UNDERSTANDING REGARDING MUTUAL AID BETWEEN
THE OGLALA SIOUX TRIBE DEPARTMENT OF PUBLIC SAFETY AND THE
OGLALA SIOUX TRIBE OFFICE OF ATTORNEY GENERAL,
THE PENNINGTON COUNTY SHERIFF'S OFFICE, AND
THE RAPID CITY POLICE DEPARTMENT

This Memorandum of Understanding Regarding Mutual Aid (MOU) is entered into this 21 day of December, 2015, between the Oglala Sioux Tribe Department of Public Safety (OST DPS) and the Oglala Sioux Tribe Office of Attorney General (OST AG), both located at Pine Ridge, South Dakota, the Pennington County Sheriff’s Office (PCSO), and the Rapid City Police Department (RCPD), both located at Rapid City, South Dakota;

WHEREAS, the parties to this MOU agree and understand that residing in Pennington County is a large population of members of the Oglala Sioux Tribe;

WHEREAS, on occasion, child members of tribal families residing in Pennington County under the age of 18 years, as well as child members of non-tribal families residing in Pennington County, leave their homes without their parents’ or guardians’ permission and travel to and remain within, the exterior boundaries of the Pine Ridge Indian Reservation and such event is reported by the parent or guardian to the RCPD and/or the PCSO;

WHEREAS, following a preliminary investigation conducted either by the RCPD or the PCSO in a case in which a Pennington County resident family child does not return home within a reasonable time, authorities will place a Notice in the National Crime Information Center (NCIC) system alerting all concerned authorities that the child is a “runaway” authorizing pickup of the child to hold for transfer back to his/her resident family parent(s) or guardian;

WHEREAS, conduct by children constituting grounds for “runaway” status within the State of South Dakota knows no jurisdictional boundaries, while tribal and state law enforcement activities to investigate such conduct and take corrective action are limited by jurisdictional restraints;

WHEREAS, in order to make more effective and efficient use of law enforcement and social service personnel and resources, and in order to better protect children found
in Indian country while on runaway status from their families residing in Pennington County, it is desirable for the OST DPS, the OST AG, the PCSO, and RCPD to agree to provide mutual aid and assistance to each respective agency and to such families and their runaway children;

NOW, THEREFORE, in consideration of the jurisdictional issues that may arise and the goal of providing safety and protection to resident families and their children within and without Indian Country, and in consideration of the joint and mutual benefits and responsibilities flowing to each party as outlined in this agreement, the parties agree to the covenants and terms contained herein:

1. The purpose of this AGREEMENT is to facilitate a more cooperative working relationship between the OST DPS, the OST AG, the PCSO, and the RCPD so that children who have run away from lands located off the Pine Ridge Indian Reservation and are later located on the reservation are expeditiously returned to their parent(s) or guardian.

2. To that end, the PCSO or the RCPD (whichever agency is investigating the matter), agree that once they have determined a child of a Pennington County family has run away, they will immediately enter a “runaway child” notice into the NCIC database.

3. The PCSO and/or the RCPD further agree that if/when they receive information the runaway child is present and remaining on the Pine Ridge Indian Reservation, they will notify the OST DPS Dispatch Office on the Pine Ridge Indian Reservation of this fact and share with the dispatch office all of the known intelligence they possess on the whereabouts of the runaway child on the reservation.

4. With the receipt of location information in hand, the OST DPS agrees it will, as expeditiously as possible, assign a patrol officer to respond to the location provided and determine whether the runaway child is present. If the runaway child is not present, that officer shall convey this information to OST DPS dispatch which, in turn, will relay that information back to whichever agency, the PCSO or the RCPD, first alerted the OST DPS of the possible location of the runaway child on the reservation.
5. In the event the responding tribal officer locates the runaway child, the officer will take custody of the runaway child pursuant to the authority vested in him to act upon an NCIC, place the child in a safe setting, and immediately alert OST DPS dispatch.

6. OST DPS dispatch will then immediately alert the OST AG as well as the PCSO or RCPD, whichever of the two agencies was the original reporting agency, of the fact the runaway child previously entered into NCIC has been taken into custody and awaits transfer to either the PCSO or the RCPD for return to the runaway child’s parent(s) or guardian residing in Pennington County.

7. Once notified by the Tribe of the safe custody of the runaway child, the PCSO or the RCPD, whichever agency was responsible for the original notification, and the OST DPS will promptly make mutually convenient arrangements to have the child transported from the Pine Ridge Indian Reservation to Rapid City for return to the runaway child’s parent(s) or guardian.

8. All parties envision, but are not bound to, a transfer of custody at or near Red Shirt, Wanblee, or Scenic, South Dakota. Transport of the runaway child from wherever on the reservation the child was located to the tribal borders at Red Shirt or Wanblee will be the sole responsibility of the OST DPS. Transport of the child from Red Shirt, Wanblee, Scenic or from wherever else the parties have arranged transfer of custody of the runaway child to take place, to Rapid City, will be the sole responsibility of either the PCSO or the RCPD.

9. Once the runaway child is off the reservation, return of him/her to his/her parent(s) or guardian will be the sole responsibility of the PCSO and/or the Rapid City Police Department.

10. All parties understand and agree the terms of this Memorandum of Understanding apply only to those runaway children entered into NCIC and only to those children who, upon arrival back at Rapid City will immediately be transferred to the custody of the child’s parent(s) or guardian. Should there be other legal process which will prevent the immediate return of the child to the child’s parent(s) or guardian, such as, but not limited to, juvenile charges pending in State court, the OST DPS must be made aware of this upon the original notification of the entry of the runaway child’s name in the NCIC database. It will then lie within the sole discretion of the OST AG,
if the child is found within the exterior boundaries of the Pine Ridge Indian Reservation, whether the tribe will transfer custody of the runaway child to the PCSO or RCPD.

11. In that case, the parties understand that the OST AG may transfer custody of the runaway child directly to the parent(s) or guardian and leave it to them to resolve any charges against the runaway child pending in Pennington County.

12. All parties agree that all the terms and conditions set forth in the precatory and numbered paragraphs apply with equal force in the instance in which the OST DPS enters into NCIC a runaway child notification and such child is located within Pennington County, South Dakota. Under those circumstances, the PCSO and the RCPD agree to provide like services to the OST DPS for the safe return of such runaway child identical in nature to those set forth in paragraphs 1-11.

13. All parties understand the unique jurisdictional relationship between South Dakota Indian Reservations and the State of South Dakota. Nothing in this agreement is intended to authorize the PCSO or the RDPC or its agents to conduct law enforcement activities within Indian country under the jurisdiction or auspices of the OST DPS or OST AG or, conversely, the OST DPS and OST AG to conduct law enforcement activities outside the exterior boundaries of the Pine Ridge Indian Reservation.

14. The AGREEMENT shall commence upon the parties’ execution and continue in effect until terminated pursuant to the terms herein provided.

15. Nothing in this agreement is intended to prevent or limit the PCSO, RCPD, OST DPS, or OST AG from entering into any other mutual assistance agreement, or to limit or restrict either party from performing law enforcement activities outside of the terms and conditions set forth in this agreement.

16. This agreement and the covenants herein contained shall inure to the benefit of and be obligatory upon the legal representatives, successors in interest, and assigns of the respective parties hereto.

17. This AGREEMENT may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties.
18. In the event that any court of competent jurisdiction shall hold any provision of this agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This agreement is intended only to govern the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

20. By the signature of its representative, each party certifies that approval of this agreement has been obtained consistent with federal, state, and tribal law, that the representative is authorized to sign on the party’s behalf and that the agreement is approved by the PCSO, the RCPD, the OST DPS, and the OST AG.

BY:

Eugencio White Hawk, Chief of Police
Oglala Sioux Tribe Department of Public Safety

Tatewin Means, Attorney General
Oglala Sioux Tribe

Kevin Thom, Sheriff
Pennington County

Karl Jegeris, Chief of Police
Rapid City Police Department