

**Memorandum of Understanding  
Between  
The Santee Sioux Nation  
And  
The Nebraska State Patrol**

**WHEREAS**, Title I of the Adam Walsh Child Protection and Safety Act of 2006 (P.L. 109-248), entitled the “Sex Offender Registration and Notification Act” (“SORNA”) was enacted by the federal government to protect children from sexual exploitation and violent crime; and

**WHEREAS**, Section 112(a) of SORNA states that “Each jurisdiction shall maintain a jurisdiction-wide sex offender registry conforming to the requirements of this title” and SORNA defines “jurisdiction” to include States and federally-recognized Indian tribes; and

**WHEREAS**, the Santee Sioux Nation is a federally-recognized Indian tribe organized pursuant to Section 16 of the Act of June 18, 1934 (48 Stat 984), (25 USC 476) as amended by the Act of June 15, 1935, (49 Stat 378), and

**WHEREAS**, the Tribe adopted the Santee Sioux Nation Sex Offender Registration Code (“SSN SORC”); and

**WHEREAS**, pursuant to the Tribe’s inherent sovereignty and Title I of the Adam Walsh Act, all sex offenders, regardless of status of members of federally-recognized Indian tribes, within the Santee Sioux Nation’s jurisdiction must comply with SSN SORC; and

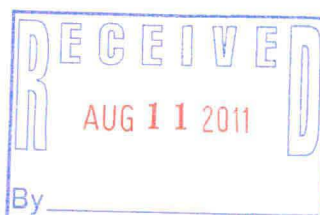
**WHEREAS**, pursuant to Tribe’s inherent sovereignty and 25 U.S.C. § 1302, all tribal-member sex offenders within the Tribe’s jurisdiction are within the exclusive jurisdiction of the Tribe and are not required to register with the State unless they live, work, or go to school outside the Reservation; and

**WHEREAS**, the State of Nebraska adopted LB 285 in order to fully comply with SORNA and is set forth in Nebraska Revised Statutes Sections 29-4001 to 29-4014; and

**WHEREAS**, the State of Nebraska seeks to comply with SORNA and is required to detail its efforts and collaboration with the Nebraska Indian tribes as part of its substantial implementation submission; and

**WHEREAS**, the Santee Sioux Nation and the State of Nebraska have entered into a Cross-Deputization Agreement; and

**WHEREAS**, both parties have an interest in ensuring that all sex offenders, both Indian and non-Indian comply with the requirements of SORNA and seek access to and sharing of information and resources to ensure the purposes of each jurisdiction’s sex offender notification act is carried out.



**NOW, THEREFORE,** this Memorandum of Understanding is entered into by the State of Nebraska, acting through the Nebraska State Patrol, and the Santee Sioux Nation, acting through its Chairman, and agree as follows:

**1. Parties**

This Memorandum of Understanding (MOU) is entered into by and for the Santee Sioux Nation (“SSN,” the “Tribe”) and the Nebraska State Patrol (“NSP,” “State Patrol”).

Both parties are “jurisdictions” as that term is defined in the Sex Offender Registration and Notification Act (“SORNA”), which is Title I of the Adam Walsh Child Protection and Safety Act of 2006.

**2. Statement of Purpose**

The purpose of this MOU is to set forth the conditions and responsibilities of the parties concerning the parties’ responsibilities under SORNA.

**3. Joint Responsibilities**

Both the NSP and the SSN agree to:

- a. Ensure immediate transfer of information to the other party as it would to any other jurisdiction where an offender is required to register under SORNA.
- b. Provide immediate notification of absconding offenders located within the Reservation.
- c. Work together as may be necessary to ensure absconded offenders are located.

**4. NSP Responsibilities**

The NSP agrees to:

- a. Transfer all necessary information on current sex offenders within the Reservation boundaries, regardless of race, to the SSN Law Enforcement Services within sixty (60) days from the effective date of this MOU.
- b. Provide notice on the NSP public sex offender website that the Tribe is a SORNA registration jurisdiction and provide a link to the Tribe’s public sex offender website.
- c. Notice on the NSP public sex offender website shall include a statement that sex offenders convicted of a sex offense and sentenced by the State of Nebraska that they are subject to the Tribe’s SORNA requirements if they reside, work, or go to

school within the Tribe's jurisdiction. The notice shall also include a statement that the Tribe has additional registration requirements for temporary visitors to the Reservation and that more information on these requirements can be found at the Tribe's public sex offender website.

#### **5. SSN Responsibilities**

The SSN agrees to:

- a. Provide a link to NSP public sex offender website on the Tribe's public sex offender website.
- b. Notify sex offenders convicted of a qualifying sex offense and sentenced by the Santee Tribal Court who are required to register with the Tribe that they may also be subject to Nebraska's SORNA requirements.

If a sex offender fails to register with the Tribe, but does so with the Knox County Sheriff, the Tribe will seek a warrant and prosecution for failure to register pursuant to the requirements of the Adam Walsh Act and the SSN SORC.

#### **6. DNA collection; Fingerprint and Palm Print collection**

The parties agree that DNA, fingerprinting and palm print collection for offenders within the Tribe's jurisdiction shall be handled as follows:

- a. The Tribe shall utilize the FBI as the primary entity responsible for entering DNA into CODIS and entering palm/fingerprints into IAFIS.
- b. If the Tribe is unable to utilize the FBI for any reason, the Tribe shall work with the State to ensure DNA and palm/fingerprint collection and entry into the appropriate databases.

#### **7. Enforcement**

The parties have entered into a Cross-Deputization Agreement whereby certain SSN Law Enforcement Services officers are authorized and empowered to enforce Nebraska State laws within the exterior boundaries of the Reservation against non-Indians.

The parties agree that enforcement of each party's SORNA requirements for sex offenders within the Tribe's jurisdiction shall be handled as follows:

##### **a. Address verification**

- i. The NSP shall contact and work with the SSN Law Enforcement Services for purposes of address or other verification of registration information.



- ii. The SSN Law Enforcement Services shall be the primary point of contact for all Indian sex offenders.
- iii. The NSP and SSN Law Enforcement Services shall work collaboratively for address and other verification of non-Indian sex offenders.

**b. Failure to register/other violations by sex offenders:**

- i. Any violations by Indian sex offenders within the Tribe's jurisdiction shall be handled by the U.S. Marshals Office in Omaha, Nebraska. The NSP shall immediately notify the U.S. Marshals Office and the SSN Law Enforcement Services of any violations by Indian sex offenders within the Tribe's jurisdiction.
- ii. Any violations by non-Indian sex offenders shall be handled cooperatively by the Tribe and the NSP. The NSP shall immediately notify the SSN Law Enforcement Services of any State violations by non-Indian sex offenders within the Tribe's jurisdiction.

**8. No Waiver of Sovereign Immunity**

Nothing contained in this MOU shall be construed as a waiver of sovereign immunity of the NSP or the Tribe.

**9. Modification**

This MOU may be modified by mutual written consent of the parties.

**10. Assignment**

This MOU may not be assigned, delegated, or otherwise transferred by the parties, nor may any right, duty, or obligation under this MOU be assigned, delegated, or transferred, unless otherwise provided for in this MOU.

**11. Entire Agreement**

This MOU constitutes the entire agreement between the parties and it supersedes all prior agreements and understandings between them with regard to the subject of this MOU.

**12. Term of Agreement**

This MOU shall be effective for one-year from the effective date, and shall automatically renew for consecutive one-year terms unless terminated by either party. The parties agree that in the event a party desires a change in the terms of the MOU without terminating it, they shall provide the other party written notice at least sixty (60) days prior to the end of a term.

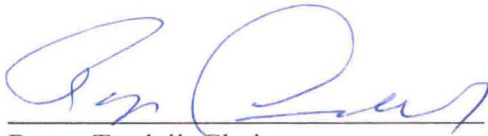
**13. Termination**

Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

**14. Effective Date**

This MOU shall become effective upon the signature of this Agreement.

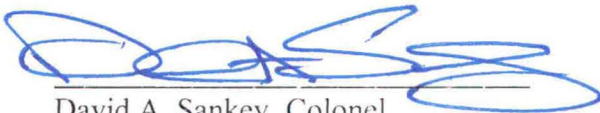
FOR THE SANTEE SIOUX NATION:



Roger Trudell, Chairman  
Santee Sioux Nation

August 3, 2011  
Date

FOR THE NEBRASKA STATE PATROL:



David A. Sankey, Colonel  
Superintendent of Law Enforcement and Public Safety

August 22, 2011  
Date

- MOU/Agency Agreement
- Contract
- Correspondence
- Sole Source
- Grant Document
- Other \_\_\_\_\_

Nebraska State Patrol

# Document Approval Routing Form

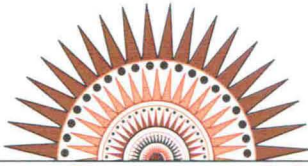
- Draft
- New
- Renew
- Final
- Deviation

Ferguson Approved - see Attached e-mail

Date Submitted: <u>8-16-11</u>		Originating Router Initials/Division: _____	
Submitted By: (Title and Name): <u>Fred King</u>			
Agency in Agreement With: <u>SANTELE SPOUX NATION</u>			
Title of Documents: <u>MOU - SORNA</u>			
Division Major Review: <u>[Signature]</u>		Division Captain Review: <u>[Signature]</u>	
<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove	Date: <u>8-18-2011</u>	Date: <u>8-16-2011</u>
Comments:		NSP1721 completed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA	
Comments:		Comments:	
<b>Grants Review:</b>		<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Comments:		<input checked="" type="checkbox"/> NA	Date: _____
Time Code: _____		Initials: _____	
Billing Code: _____		Date: _____	
<b>Accounting Review:</b>		<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Comments:		<input checked="" type="checkbox"/> NA	Date: _____
Initials: _____		Date: _____	
<b>Legal Review:</b>		<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Comments:		<input type="checkbox"/> NA	Date: <u>8-16-11</u>
Initials: <u>JKC</u>		Date: _____	
<b>Policy/Accreditation Review:</b>		<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Comments:		<input checked="" type="checkbox"/> NA	Date: _____
Initials: _____		Date: _____	
<b>Misc. Review:</b>		<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Comments:		<input type="checkbox"/> NA	Date: _____
Initials: _____		Date: _____	
<b>NSP Purchasing Review:</b>		<input type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Comments:		<input checked="" type="checkbox"/> NA	Date: _____
Initials: _____		Date: _____	
<input type="checkbox"/> Needs deviation letter/form			
<b>Superintendent's Office Review:</b>		<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Disapprove
Comments:		Date: <u>8/22/11</u>	Initials: <u>[Signature]</u>
Date: _____		Initials: _____	
<b>NSP Purchasing - NIS - Return</b>		Contract/NIS P.O.# _____	Date: _____
		NSP P.O. #: _____	Date: _____

xc: Division Major  
 Agency in Agreement with  
 Legal  
 Other \_\_\_\_\_





**FREDERICKS PEEBLES & MORGAN LLP**  
ATTORNEYS AT LAW

Received 8-15-11  
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Legal Division

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August 12, 2011

Frederick R. King  
Agency Legal Counsel  
Nebraska State Patrol  
P.O. Box 94907  
Lincoln, Nebraska 68509

Re: SORNA Memorandum of Understanding with the Santee Sioux Nation

Dear Mr. King:

Please find enclosed two signed originals of the Memorandum of Understanding between the Santee Sioux Nation and the Nebraska State Patrol regarding SORNA implementation. Please sign one copy and return it to my office in the enclosed envelope. The other signed original is for your office.

Please contact my office should you have any questions.

Sincerely,

*Jennifer Bear Eagle/cjc*  
Jennifer Bear Eagle

JBE/cjc  
SST 8-12-11 King

Enc.