



Memorandum of Understanding

U.S. Geological Survey and
United Sioux Tribes of South Dakota
Development Corporation

Reservations

Standing Rock
Lower Brule
Fort Totten
Flandreau
Rosebud
Santee

Crow Creek
Pine Ridge
Cheyenne River
Sisseton
Yankton

Memorandum of Understanding (MOU)
Between the
United Sioux Tribes and the U.S. Geological Survey

1.0 Purpose

- 1.1** The purpose of this Memorandum of Understanding (MOU) between the U.S. Geological Survey (USGS) and the United Sioux Tribes of South Dakota Development Corporation (USTDC), Inc. is to establish a working relationship for developing Geographic Information Systems (GIS), Information Technology (IT), natural science research and training, and for sharing science data and facilities.

2.0 Background

- 2.1** Sioux Organization. The eleven American Indian Nations/Tribes that comprise the USTDC are individual sovereign governments that are represented in this MOU jointly through the USTDC. These governments are comprised of native peoples of the northern Great Plains. Incorporated in May 1970, USTDC was organized in the State of South Dakota by *Lakota, Nakota* and *Dakota* Tribal chairmen and chairpersons who are the popularly elected leaders of each sovereign Tribal government. The *Lakota, Nakota and Dakota* peoples are commonly referred to together as Sioux. The term Sioux is used throughout this document in reference to these three groups. The early Sioux chairmen and chairpersons organized USTDC as an institution to advance Tribal interests and to provide a united voice on issues affecting all Sioux Tribes in South Dakota. Though incorporated in South Dakota, the USTDC has grown over time to include other Great Plains Tribes. The eleven *Lakota, Nakota* and *Dakota* (Sioux) Tribal chairmen comprise the USTDC board of directors. USTDC acknowledges that advancing the interests of the Sioux tribes means advancing the interests of America; therefore, dialogue, activities, and agreements with all branches of U.S. government and state governments are needed and required to advance us all.
- 2.2** USGS Mission. The USGS serves the Nation by providing reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life. The Earth Resources Observation Systems (EROS) Data Center (EDC) is a data management, systems development, and research field center for the USGS and is located in Sioux Falls, South Dakota.
- 2.3** The National Map. The National Map is a consistent framework for geographic knowledge needed by the Nation. It provides public access to high quality, geospatial data and information from multiple partners to help support decision-making by resource managers and the public. The National Map is the product of a consortium of Federal, State, and local

access, partners who provide geospatial data to enhance America's ability to integrate, and apply geospatial data at global, national, and local scales.

3.0 Scope

3.1 Geographic Information Systems (GIS)

3.1.1 The USGS and USTDC agree to engage in projects that involve research and development, implementation, management, education and training of Geographic Information Systems (GIS) for the advancement of Tribes and the U.S. Geological Survey.

3.1.2 The USGS and USTDC plan to establish a GIS framework that reflects and acknowledges traditional Native American culture, perspectives and conventions.

3.1.3 The USGS agrees to include USTDC projects (such as Native View) into the National Map Project. The USTDC may obtain funding and resources from the USGS to assist in maintaining the Native American database, if funding is available, to the same extent that other partners in the National Map Project are eligible for funding.

3.1.4 The USGS, as a national film and digital archive, will assist USTDC in creating a repository for cultural resource information and other data bases in a proposed United Sioux Tribes Center for Geographic Information System Resources to assist Tribal governments, Tribal agencies and Tribal officials in developing and using GIS.

3.2 Information Technology (IT)

3.2.1 The USGS and USTDC agree to cooperate in the development of GIS services for USTDC using remote sensing technology.

3.2.2 The USTDC data service is intended to be administered by Native Americans for Native Americans to provide an inventory of Tribal land and natural resources for federal agencies, businesses, and Tribes.

3.2.3 USTDC and USGS initiatives for Tribal lands and natural resources include studies of natural resources, data to support assessments of cultural resources, research projects and education, urban geographical analysis for Tribal economic development, and others studies and programs to advance the interests of Tribes and the USGS.

3.3 Natural Science Research and Training

- 3.3.1 The USGS and the USTDC agree to engage in projects in the scientific disciplines of geology, biology, hydrology and geography.
- 3.3.2 The USGS and the USTDC agree to formulate new earth science applications to reflect traditional Tribal culture and perspectives.
- 3.3.3 The USTDC and the USGS agree to apply remote sensing technology to aid Tribal agriculture and other earth science related studies.
- 3.3.4 The USTDC and the USGS agree to develop training programs for Tribes to utilize geospatial technologies in earth science disciplines to advance the interest of Tribes and the USGS.
- 3.3.5 The USTDC and the USGS agree to provide earth science studies, water quantification and quality research for technique development and implementation for Tribal lands, and other land management activities.

4.0 Implementation

- 4.1 The USGS and the USTDC agree that the scope of work between both parties will be reviewed annually in order to provide effective oversight, collaboration and coordination of projects and programs.
- 4.2 The USGS and the USTDC agree to use cooperative agreements, collaboration, grants, contracts, pooled resources and pooled expertise as appropriate to implement the terms of this MOU.
 - 4.2.1 The USTDC agrees to waive its sovereign immunity in these implementing contracts and other agreements.
- 4.3 The USTDC agrees to communicate through the Office of American Indian Liaison, Central Region, USGS, provided that the American Indian Liaison reports directly to the Office of the USGS Director on matters involving the USTDC and Tribes
 - 4.3.1 When implementation is through a contract or cooperative agreement, communication will be through the designated Contracting Officer or the Contracting Officer's Technical Representative (COTR).
- 4.4 The USTDC Board of Directors empowers the Office of the Executive Director oversight and as an authorized agent of the board to manage, supervise and perform activities related to this MOU, through the USTDC Project Management Director.

- 4.6 When appropriate, the USGS and the USTDC will work with other bureaus of the Department of the Interior, other Federal agencies, other Tribes and state agencies in implementing the intent of this agreement.
- 4.7 The USGS and the USTDC agree to locate the primary services outlined in this MOU at the EROS Data Center, Mundt Federal Building, Sioux Falls, South Dakota. The USTDC intends to provide any necessary funds to support their facility requirements.
- 4.8 All data and information produced as a result of this MOU shall be available for use by the USGS in connection with its ongoing programs. This includes publication of results where appropriate, except in cases prohibited by proprietary and security considerations.

5.0 Authority

- 5.1 The USGS enters into this MOU under the authority of the Organic Act of March 3, 1879, 43 U.S.C. 31 et seq.
- 5.2 The USTDC enters into this MOU under the authority of State of South Dakota nonprofit corporation charter dated May 1970. The charter gives USTDC the authority to provide a central organization for development, assistance, and entering into agreements for all Indian people in South Dakota.

6.0 Funding

- 6.1 This agreement creates no financial obligation on any party. Costs associated with any agreements implementing this MOU shall be determined, negotiated and agreed upon every fiscal year or prior to the performance of any work. All activities will depend on the availability of funding.

7.0 Effective Date

- 7.1 This MOU will take effect upon the signature of both parties being both the U.S. Geological Survey (USGS) and the United Sioux Tribes of South Dakota Development Corporation (USTDC).
- 7.2 This Memorandum of Understanding (MOU) is in effect until terminated as provided under Section 9.0.

8.0 Amendments

- 8.1 This memorandum of understanding (MOU) may be modified or amended by written agreement between both parties.

- 8.2 Any conditions or terms not sited in this MOU which involve the USGS and the USTDC, shall be listed on an appendix and attached to this document once agreed to and signed by both parties.
- 8.3 Proper authorizing agents shall sign the appended document.

9.0 Termination

- 9.1 This MOU maybe terminated at anytime by either the USGS or the USTDC. Prior to any termination, the party seeking termination shall inform the other party of a request for a meeting to terminate the MOU as written. Upon notification of proposed termination the parties agree to meet within 30 days to consider the proposed termination.
- 9.2 The USTDC and the USGS will agree upon the date, location and agenda of the termination meeting.
- 9.3 Following the meeting, if either party decides to terminate the MOU, a written notice will be sent within 20 days following the meeting by the party electing to terminate. The notice shall state that the MOU is terminated.

AGREED TO ON OCTOBER 27, 2004 BY:

(Signature on File)

Mr. Clifton W. Skye
Project Management Director
United Sioux Tribes Development
Corporation, Inc.
Enrolled Member, Standing Rock
Sioux Tribe

(Signature on File)

Dr. Charles G. Groat
Director, U.S. Geological Survey
U.S. Department of the Interior