

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. CENSUS BUREAU
AND
THE U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

Agreement No. 2016-1

1. INTRODUCTION AND PURPOSE

The United States has a unique legal and political relationship with Indian tribal governments established through and confirmed by the United States Constitution, treaties, statutes, executive orders, and judicial decisions. In recognition of that special relationship, Executive Order 13175 – Consultation and Coordination with Indian Tribal Governments (Nov. 6, 2000) charges executive departments and agencies with engaging in regular and meaningful consultation and collaboration with tribal officials in the development of Federal policies that have tribal implications, and strengthening the government-to-government relationship between the United States and Indian tribes. Additionally, executive departments and agencies must take appropriate steps to remove any procedural impediments to working directly and effectively with tribal governments, including working cooperatively with other Federal departments and agencies.

Indian tribes and communities need access to quality data and information as they make decisions concerning communities, economic development, land and resource management, and other decisions. The collection and analysis of data by the Federal government is also critical to ensuring that Federal agencies and programs are delivering effective services to Indian tribes to meet tribal needs and deliver on Federal responsibilities.

The parties agree that accurate socioeconomic and geospatial boundary data for American Indians and Alaska Natives is essential to Federal agencies, tribes, and other entities for management, policy, and decision making. Each party has a need to gather and maintain geographic data pertaining to Federal Indian reservations and trust and restricted lands, and each party can benefit from the knowledge, expertise, and resources of the other in a cooperative endeavor.

Thus, the parties enter into this agreement to promote communication and collaboration between the two agencies and improve the dissemination of accurate data, in furtherance of the government-to-government relationship between the United States and Indian tribes.

2. PARTIES

The Bureau of Indian Affairs (BIA) carries out the Department of the Interior (DOI) Indian Affairs' trust responsibilities to federally recognized Indian tribes and individual Indians. Among other things, the BIA provides land related functions to federal Indian trust and restricted land owners including acquisition, disposal, rights-of-way, leasing and sales, and assists them in the management, development, and protection of trust and restricted land and natural resource assets. In addition, the BIA is the principal agent with the Federal responsibility to record, provide custody, and maintain records that affect titles to Indian land, to examine titles, and to provide certified title status reports and maps.

The Census Bureau counts and profiles the people and institutions of the United States. In this capacity, the Census Bureau conducts a census of population and housing every 10 years, economic censuses every 5 years, and the American Community Survey every year, in order to provide social, economic, and housing data tabulated by geographic areas to implement governmental programs, to meet broad statistical needs, and to disseminate data for government and public use. To support its data collection activities, the Census Bureau routinely performs work, such as data collection, on behalf of other federal agencies.

3. AUTHORITY

The authorities to enter into this MOU are:

- A. 13 U.S.C. § 6 (authorizing the Census Bureau to call upon other executive departments and agencies for information pertinent to the work of the Census Bureau),
- B. 13 U.S.C., §1 et seq., (authorizing and requiring the Census Bureau to collect, compile, and disseminate statistics which are used by industry and business, State and local governments, agencies of the Federal Government, and the general public),
- C. 25 U.S.C. § 13 (authorizing the BIA to expend appropriations for the benefit, care, and assistance of Indians, including administration of Indian property), and
- D. 25 C.F.R. Part 150 (§§ 150.1-150.11) (setting forth BIA authorities, policy and procedures governing the recording, custody, maintenance, use and certification of title documents, and the issue of title status reports and maps for Indian land).

4. RESPONSIBILITIES OF THE PARTIES

- A. *Cooperation and Collaboration.* The parties agree to work together, collaboratively and cooperatively, to improve, to the extent feasible, the accurate enumeration of American Indians and Alaska Natives, particularly as it relates to geographic boundaries and data dissemination.

- B. *Data Sharing.* The parties will make efforts to share geographic information system (GIS) shapefiles or geodatabases that portray boundaries for reservations and off-reservation trust and restricted lands, whenever possible, unless such access would violate Federal law, or there are strong policy grounds for denying access where such access is not required. The Census Bureau will use the geographic information system (GIS) shapefiles or geodatabases in producing data sets including but not limited to the Decennial Census, The American Community Survey, The Economic Census, and the Current Population Survey. No Census Bureau data protected from disclosure by title 13 of the U.S. Code will be shared pursuant to this agreement.
- C. *Workgroup.* The parties will establish a workgroup to share, discuss, and resolve issues concerning American Indian and Alaska Native data, including reservation boundaries and socio-economic data, as soon as possible, subsequent to the signing of this agreement. The workgroup will consist of DOI and Census Bureau staff, with possible informal participation by other interested agencies.
- D. *Communications.* The parties will submit any questions, notifications, and requests for assistance pursuant to the subject matter of this agreement to the contacts listed below. Because the BIA is the authoritative source for all Indian land boundaries, all requests for boundary certifications and opinions shall be sent to the BIA. BIA will consult with the Office of the Solicitor and other DOI offices as appropriate. In the event that a communication is outside the scope of the subject matter of this agreement, the parties agree to notify the requesting party and to forward the communication to the appropriate office.

- i. Questions, notifications, and requests for BIA assistance should be sent to:

Beth A. Wenstrom

Chief, Division of Land Titles and Records
Office of the Deputy Bureau Director-Trust Services
1849 C St. NW Room 4649-MIB
Washington, D.C. 20240
Telephone: 202-208-7284
Cell: 202-604-6746
Fax: 202-219-1065
Email: Beth.Wenstrom@bia.gov

For matters relating to reservation boundaries, a copy should be sent to:

Jennifer Turner

Assistant Solicitor, Branch of Environment and Land
Division of Indian Affairs, Office of the Solicitor
1849 C St. NW, Mail-Stop 6513
Washington, D.C. 20240
Telephone: 202-208-6260
Fax: 202-208-4115
Email: Jennifer.Turner@sol.doi.gov

- ii. Questions, notifications, and requests for Census Bureau assistance should be sent to:
Laura L. Waggoner
Assistant Division Chief, Geographic Partnerships, Data Collection, and Products
Geography Division
U.S. Census Bureau
4600 Silver Hill Road
Washington, DC 20233-7400
Telephone: 301-763-9079
E-mail: Laura.L.Waggoner@census.gov
- iii. Any changes to the above contacts shall be made in writing, and the party making the change shall notify the other party as soon as possible.

5. BIA TRIBAL ENTITIES LIST

The BIA publishes a list of tribal entities recognized and eligible for funding and services from the BIA by virtue of their status as Indian tribes. This list is updated annually and published in the Federal Register, and can be accessed via the BIA website at:
<<http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/>>.

6. CENSUS BUREAU GIS SHAPEFILES AND GEODATABASES

In August of each year, the Census Bureau publishes detailed geographic information system (GIS) shapefiles and geodatabases. This data contains statistical tribal boundaries for purposes of data dissemination and tabulation. The data can be accessed via the Census Bureau website at: <<http://www.census.gov/geo/maps-data/data/tiger-geodatabases.html>>.

7. CONTACTS FOR THIS AGREEMENT

The primary contacts for this agreement are the same as those listed under section 4.D above. Any changes to the contacts below shall be made in writing, and the party making the change shall notify the other party as soon as possible.

The secondary contacts of each party to this agreement are:

Census Bureau
Dee Alexander
Office of Congressional and Intergovernmental Affairs
U.S. Census Bureau
4600 Silver Hill Road
Washington, DC 20233
Telephone: 301-763-9335
E-mail: Dee.A.Alexander@census.gov

Lyndsey Richmond
Partnership Communication and Outreach Branch
Geography Division
U.S. Census Bureau
4600 Silver Hill Road
Washington, DC 20233
Telephone: 301-763-1114
E-mail: Lyndsey.Richmond@census.gov

BIA-OTS
Helen Riggs
Deputy Bureau Director, Office of Trust Services
1849 C St. NW Room 4620-MIB
Washington, D.C. 20240
Telephone: 202-208-5831
Fax: 202-219-1065
Email: Helen_Riggs@ost.doi.gov

8. DURATION OF AGREEMENT, AMENDMENTS, AND MODIFICATIONS

This agreement will become effective upon signature and will terminate five (5) years from the date signed. Any modifications to this agreement must be in writing and mutually agreed upon by the parties. The parties will review this agreement at least once every three (3) years to determine whether it should be revised, renewed, or cancelled. Either party may terminate this agreement by providing ninety (90) days advance written notice to the other party.

9. INTEGRATION

This agreement constitutes the entire agreement of the parties with respect to its subject matter. To the best of the parties' knowledge, there have been no representations, warranties, or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it, except where limited by applicable laws.

Nothing herein is intended to conflict with current Census Bureau or BIA directives. If the terms of this agreement are inconsistent with existing directives of either of party, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect.

At the first opportunity for review of the agreement, all necessary changes will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

10. EFFECT OF AGREEMENT

This agreement is an internal federal agreement and is not intended to confer any right upon any other person or party, public or private. This agreement does not limit or restrict either parties from participating in similar activities or arrangements with other entities.

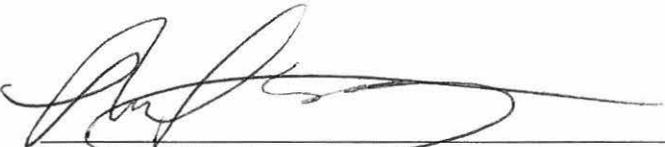
11. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.



John H. Thompson
Director
U.S. Census Bureau

Date: 1/13/2016



Michael S. Black
Director
Bureau of Indian Affairs

Date: 1/13/2016