

MEMORANDUM OF UNDERSTANDING
ESTABLISHING A JOINT STATISTICAL PROJECT
BETWEEN
THE U.S. CENSUS BUREAU
AND
THE NATIONAL AMERICAN INDIAN HOUSING COUNCIL

Agreement No. 74-MOU-13-003

1. PARTIES AND PURPOSE

This document constitutes an agreement between the U.S. Census Bureau (Census Bureau) Geography Division (GEO) and the National American Indian Housing Council (NAIHC).

The NAIHC, a non-profit organization, represents the housing interests of American Indian tribes, Alaska Native villages, and native Hawaiian Home Lands and more than 277 tribally designated housing entities providing housing services to approximately 450 tribes, Alaska Natives, and native Hawaiians. The NAIHC's primary goal is to provide culturally relevant and quality, affordable housing for Native people in a manner recognizing the unique government-to-government relationship of tribes and the federal government. As part of this responsibility, the NAIHC maintains an active list of American Indian and Alaska Native Tribal Housing Entities recognized by the Federal Government.

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 information by geographic areas to implement governmental programs and to meet broad statistical needs. The Census Bureau also conducts the Tribal Boundary and Annexation Survey (BAS) annually to gather information on the boundaries and official names of federally recognized reservations, trust lands, tribal subdivisions, Hawaiian Homelands, and Alaska Native Regional Corporations. The accurate boundaries ensure data collected and disseminated by the Census Bureau are assigned to the correct geographic area.

2. AUTHORITY

The Census Bureau's authority to participate in a joint education project with the NAIHC is 13 U.S.C. Section 8(b), which authorizes the Census Bureau to engage in joint educational projects with non-profit agencies and organizations on matters of mutual interest, but only if the cost of such projects is equitably apportioned.

Additional authority for the Census Bureau is under:

- (1) 13 U.S.C. Section 6, which authorizes the Census Bureau to access/acquire data and information from outside entities;
- (2) OMB Circular A-16, which specifies that the Census Bureau is the lead federal agency responsible for governmental unit boundary geospatial data, and specifically in Section (8)(5), coordinates and works in partnership with federal, state, tribal, and local government agencies, academia, and the private sector to efficiently and cost-effectively collect, integrate, maintain, disseminate, and preserve spatial data, building upon local data where possible.
- (3) 1994 Executive Memorandum on Government-to-Government Relations with Tribal Governments, which states in part:
 - a. "Each executive department and agency shall take appropriate steps to remove any procedural impediments to working directly and effectively with tribal governments on activities that affect the trust property and/or governmental rights of the tribes."
 - b. "Each executive department and agency shall work cooperatively with other Federal departments and agencies to enlist their interest and support in cooperative efforts, where appropriate, to accomplish the goals of this memorandum."

No Title 13 confidential information will be shared pursuant to this agreement.

The Board of Directors of the National American Indian Housing Council authorized the execution of this agreement by majority vote at a duly-called meeting where a quorum was present, pursuant to powers invested in the Board by the Bylaws of the National American Indian Housing Council.

3. PURPOSE

Pursuant to this agreement, the parties will define a cooperative program for the accurate enumeration of American Indians and Alaska Natives, particularly as it relates to geographic boundaries. The agreement provides an outline of the tasks

necessary to implement a program under which the Census Bureau can identify boundaries, tabulate, and publish information accurately for federally recognized American Indian reservations and off-reservation trust lands for the Census Bureau's various statistical surveys; the American Community Survey, and the decennial census.

The Census Bureau has determined that this project can be done more effectively with the participation of the NAIHC. This is because in some situations, the Census Bureau requires the assistance of tribal housing authorities to function as a secondary contact as a means to increase the participation rates of tribes in the Tribal BAS. Such collaboration is essential to ensuring the most accurate geography for the publication of reliable data and statistics.

4. MUTUAL INTEREST OF THE PARTIES

The agreement is of mutual interest and benefit to the parties as it furthers each one's goal of accurately carrying out their responsibilities. For the Census Bureau, these responsibilities include portraying legal American Indian reservations and off-reservation trust lands in the forms of maps and shapefiles. In the case of the NAIHC, these responsibilities include providing culturally relevant and quality affordable housing for Native people. Each party has a need to gather and maintain geographic data pertaining to reservations and trust lands, and each party can benefit from the knowledge, expertise, and resources of the other party in a cooperative endeavor.

5. RESPONSIBILITIES OF THE PARTIES

The Census Bureau agrees to perform the following activities and provide the following resources:

1. The Census Bureau will designate two agency positions, the holders of which will serve as regular primary and secondary contact points between the parties for coordination of geographic data sharing. The designated contacts shall be responsive to unique and time-sensitive requests from the NAIHC and provide relevant geographic data, if available, when requested.
2. Each year, on or about January 1, the Census Bureau through its BAS will provide an opportunity for tribal governments with Federal recognition to update their reservation and/or off-reservation trust land boundaries. The products associated with this survey portray the appropriate reservation and/or off-reservation trust land boundaries, according to Census Bureau records. As part of the survey, the Census Bureau requests each tribal government to annotate the Census Bureau maps to reflect reservation and/or off-reservation trust land boundary updates or corrections. The Census Bureau processes the request for changes and corrections only when accompanied by proper legal documentation and when agreed to by a designated tribal representative.

However, changes submitted with clear and proper documentation will be processed independently, but in some cases, the Census Bureau will require outside guidance before changing the boundaries. The Census Bureau utilizes these boundaries in its various censuses and surveys for statistical purposes only. While other federal agencies may use data from the Tribal BAS for their program purposes, the Census Bureau does not exercise any oversight over how those agencies use the data. The parties recognize that NAIHC is not responsible for Census Bureau boundary determinations.

3. Each year, on or about January 1, the Census Bureau GEO Division will provide the NAIHC with a detailed Geographic Information System (GIS) shapefiles that portrays the current boundaries for reservations and off-reservation trust lands that result from the Tribal BAS.
4. Upon request by the NAIHC or any of its subdivisions, the Census Bureau, GEO Division will provide training on the Tribal BAS and how to access agency mapping technology programs. GEO will also provide existing mapping products and services to Tribal Housing Entities upon request.

The NAIHC agrees to perform the following activities and provide the following resources:

1. The NAIHC will designate two organizational positions, the holders of which will serve as regular primary and secondary contact points between the parties for coordination of joint educational programs. The designated contacts shall be responsive to unique and time-sensitive requests from the Census Bureau and provide relevant information, if available, when requested.
2. Each year, on or about August 1, the NAIHC will provide the Census Bureau with the list of Tribal Housing Entities Recognized and Eligible to Receive Services from the United States Department of Housing and Urban Development. The NAIHC will specify if a Tribal Housing Entity is newly recognized and if that tribe has a reservation and/or off-reservation trust land or not.
3. Each year, on or about November 1, the NAIHC will assist the Census Bureau's GEO Division as they develop and disseminate outreach, informational, and educational products about the Tribal BAS. This collaborative outreach is done in preparation for the Tribal BAS Letter to Tribal Leaders that is sent out each December.
4. Each year, on or about July 1, the NAIHC will offer to the Census Bureau GEO Division a report that identifies any unresolved concerns or issues regarding the Tribal BAS process. This will assist the Census Bureau in making improvements to the Tribal BAS process and outreach efforts. The following parties should receive a written copy of this report:

Department of Commerce, Census Bureau, Geography Division
National American Indian Housing Council Board of Directors
Highest Elected Tribal Official of the Tribe or Tribes involved

6. EQUITABLE APPORTIONMENT OF COSTS

The costs associated with this agreement are equitably apportioned between the parties to this agreement. No funds will be transferred as a result of this agreement; however, the parties believe that their contributions of staff time and expertise, facilities, data and technology are roughly equivalent. The Census Bureau's estimated percentage of total in-kind cost of this project are 50%, and the National American Indian Housing Council's estimated percentage of total in-kind cost of this project are 50%. The parties have determined that this apportionment is equitable since both parties will benefit directly from this agreement as it furthers each party's mission critical need to gather and maintain accurate geographic data in the most efficient manner.

7. CONTACTS

The primary contacts of each party to this agreement are:

Colleen Joyce
Geographer, Geographic Areas Branch
Geography Division, U.S. Census Bureau
4600 Silver Hill Road
Washington, DC 20233-7400
Telephone: 301-763-1099
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National American Indian Housing Council
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Telephone: 202-789-1754
Email: dsanborn@naihc.net

The secondary contacts of each party to this agreement are:

Cinda Hughes
Tribal Affairs Liaison
Office of Congressional and Intergovernmental Affairs
U.S. Census Bureau
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Telephone: 301-763-4330

E-mail: Cinda.Hughes@census.gov

Jeff Harjo
Communications Director
National American Indian Housing Council
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The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

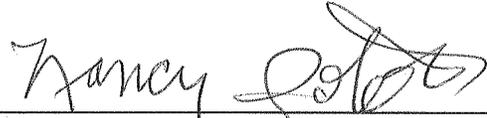
This agreement will become effective when signed by all parties. The agreement will terminate five (5) years from the date signed, but may be amended at any time by mutual consent of the parties. The parties will review this agreement at least once every three (3) years to determine whether it should be revised, renewed, or canceled. Any party may terminate this agreement by providing a ninety (90) day written notice to the other party.

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

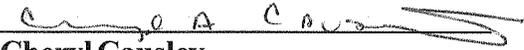
Nothing herein is intended to conflict with current Census Bureau or NAIHC directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be 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.

9. 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.



Nancy Potok
Deputy Director
U.S. Census Bureau



Cheryl Causley
Chair of the Board of Directors
National American Indian Housing Council

