

Commissioner's Order 249-97

A Commissioner's Order authorizing approval of Mille Lacs Band of Chippewa Indians Department of Natural Resources to enter into a Memorandum of Understanding with the St. Cloud University Archaeological Computing Laboratory.

WHEREAS: the Commissioner of Natural Resources has the power to regulate cultural and natural resources within the jurisdiction of the Mille Lacs Band of Chippewa Indians through 11 MLBSA Sec. 2002 and Sec. 2003; and

WHEREAS: the management and protection of cultural and natural resources is under the jurisdiction of the Mille Lacs Band of Chippewa Indians Department of Natural Resources; and

WHEREAS: the management and protection will include cultural and natural resources on trust lands and Indian lands; and

WHEREAS: Indian lands are those lands owned by the Mille Lacs Band of Chippewa Indians within or outside the Mille Lacs Reservation; and

WHEREAS: the priority for the cultural and natural resources will be the preservation of the resources through the Tribal Historic Preservation Program; and

WHEREAS: the St. Cloud University Archaeological Computing Laboratory has an interest in establishing a Memorandum of Understanding with the Mille Lacs Band's Department of Natural Resources on the management and protection of the cultural and natural resources on trust lands and Indian lands taking; and

WHEREAS: nothing herein or the application thereof shall be constructed by any government, agency, person or circumstance as a waiver by the Non-Removable Mille Lacs Band of Chippewa Indians of the solemn, special trust obligation of the United States of America; and

WHEREAS: pursuant to the provisions of 11 MLBSA Sec. 2003, the Commissioner of Natural Resources is empowered to execute the said Memorandum of Understanding for the Mille Lacs Band of Chippewa Indians Department of Natural Resources.

NOW THEREFORE: by the authority vested in me by the Mille Lacs Band of Chippewa Indians under tribal law, I, Don Wedll, Commissioner of Natural Resources for the Mille Lacs Band approve the Memorandum of Understanding between the St. Cloud University Archaeological Computing Laboratory, and the Mille Lacs Band of Chippewa Indians Department of Natural Resources.

MEMORANDUM OF UNDERSTANDING

**St. Cloud State University
Archaeological Computing Laboratory**

and the

**Mille Lacs Band of Chippewa Indians
Department of Natural Resources**

THIS AGREEMENT: Dated April 4, 1997, will provide an opportunity to delineate the roles and responsibilities of the Archaeological Computing Laboratory at St. Cloud State University and Mille Lacs Band of Chippewa Indians Department of Natural Resources.

PURPOSE

The purpose of this agreement is to establish a formal, long-term research, preservation and training relationship. This agreement is to facilitate the activities of the staff of both organizations in the identification, study and conservation of historical and archaeological sites within or near the reservation and trust lands of the Mille Lacs Band of Chippewa Indians. The Archaeological Computing Laboratory and the Mille Lacs Band of Chippewa Department of Natural Resources will cooperatively develop and collect data and information concerning these sites, and will jointly make plans for and execute study and site preservation.

OBLIGATIONS

Archaeological Computing Laboratory

- Participate in developing and maintaining a Geographic Information System to study, analyze and manage historic and archaeological sites.
- Perform analysis of the region through the use of aerial and color-infrared photography.

- Provide support for the use of Global Positioning Stations in the field, and assist in the interpretation and collection of such data.
- Provide specialized training to the staff of the Mille Lacs Band of Chippewa Indians Department of Natural resources as space and time permit.
- Identify opportunities and individual for possible student internship.

Mille Lacs Band of Chippewa Indians Department of Natural Resources

- Accompany and assist the Archaeological Computing Laboratory in fieldwork projects.
- Assist in the field and obtain the necessary Tribal, State and Federal permits needed to conduct archaeological fieldwork.
- Provide on-site instructional assistance to the Archaeological Computing Laboratory when appropriate and possible.
- Identify and encourage opportunities for possible student internships.
- Offer specialized training to the staff and students of the Archaeological Computing Laboratory as space and time permit.

Joint Obligations

- Provide copies of any and all relevant data and reports to project partners. It is to be understood that no sharing or publication of this material and data outside the confines of this agreement will be allowed without the express written consent of both parties.
- Safeguard the data collected from access by groups or individual who may intentionally or unintentional cause irreparable harm.
- Allow staff and students of projects access to facilities and equipment as space and time permit.
- Seek funding for the support of this project.
- Develop and promote plans for public education and site preservation.
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- Conduct semi-annual managerial meetings to set directions and identify priority areas for study.

Financial Obligation

- This agreement does not commit either party to any financial obligation beyond those specified in this section. Any future project expenses that might develop will be subject to approval of the two parties.
- Both parties will waive all access and use fees for staff and students engaged in the execution of this agreement.

Termination of Agreement

If at any time during the performance of this Agreement, in the opinion of either party, the work is not progressing satisfactorily within the terms of the Agreement, then, with sixty (60) days written notice, either party may terminate the Agreement or any parts thereof.

Indemnity

Each party agrees it will be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for the acts of the either party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statute Section 3.732 et seq., and by other applicable by law.

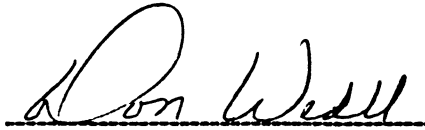
Bruce F. Grube
St. Cloud State University
President

Date

Richard M. Rothaus
Archaeological Computing Laboratory
St. Cloud State University
Director

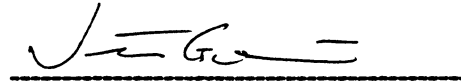
Date

DATED at Vineland, Minnesota this 4th day of April in the year one thousand nine hundred and ninety-seven.



Don Wedll
Commissioner of Natural Resources

APPROVED AND NUMBERED AS TO
FORM AND EXECUTION



Jim Genia
Solicitor General

OFFICIAL SEAL OF THE BAND