"Partnership for Preserving the Country's Cadastral Infrastructure"

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN
the
UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT, CADASTRAL SURVEY
and
THE AMERICAN CONGRESS ON SURVEYING AND MAPPING

September 2, 2008

1. Preamble: This document sets forth an agreement between the U.S. Department of the Interior (DOI), Bureau of Land Management (BLM), Cadastral Survey, and the American Congress on Surveying and Mapping (ACSM).

Subject to the authority of the Secretary of the Interior the BLM is charged with the preservation of the Public Land Survey System (PLSS) and the trust responsibility of protecting Indian assets, and in particular is charged with the survey of said trust lands; BLM is establishing a cooperative agreement with ACSM to share educational responsibilities promoting the use of BLM endorsed methods, orders, principles and practices by the professional land surveying community.

2. Authority: This agreement is authorized under the following statutes, and other regulations:

a. Section 307(c) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737(c)) which states in part, "*...The Secretary may accept contributions...for cadastral surveying performed on federally controlled or intermingled lands.*

b. The Act of June 24, 1938 as amended (25 U.S.C. 162a.(d)), " *The Secretary's proper discharge of the trust responsibilities of the United States shall include (but are not limited to) the following: (8) appropriately managing the natural resources located within the boundaries of Indian reservations and trust lands."*

c. The Act of October 25, 1994 (25 U.S.C. 4043), *"The Special Trustee shall oversee all reform efforts within the Bureau, the Bureau of Land Management, ...relating to the trust responsibilities of the Secretary to ensure the establishment of policies, procedures, systems and practices to allow the Secretary to discharge his trust responsibilities..."*

d. The Act of November 13, 1991 (43 U.S.C. 1473a), Acceptance of Contributions by Secretary; Cooperation with Prosecution of Projects.

e. The Act of June 25, 1910 (36 Stat. 703, 741), *"The surveys and resurveys to be made by such competent surveyors as the Secretary of the Interior may select..."*

f. The Act of March 3, 1909 (35 Stat. 845), as amended June 25, 1910, (36 Stat. 884: 43 U.S.C. 772), *"The Secretary of the Interior may in his discretion, cause to be made, as he may deem wise under the rectangular system such resurveys or retracements of the surveys of the public lands,..."*

g. The Act of April 8, 1864 (25 U.S.C. 176), Survey of Reservations: *"Whenever it becomes necessary to survey any Indian or other reservations, or any lands, the same shall be surveyed under the direction and control of the Bureau of Land Management, and as nearly as may be in conformity to the rules and regulations under which other public lands are surveyed."*

h. USDI, BLM, Handbook H-9687-1 – Certified Federal Surveyor (CFedS) Program Handbook. (2006)

3. Responsibilities: The parties involved with this memorandum of agreement agree to the following.

a. The BLM will:

- Develop and implement the first segment of the training curriculum of the CFedS program;
- Develop educational books, manuals, brochures, reference and other materials, as the need arises;
- Provide oversight of the CFedS program;
- Develop contractual verbiage for federal surveying contracts espousing the exclusive use of CFedS;
- Promote ACSM's effort to assist state or local governments on regulatory issues pertaining to Bureau accepted survey methods, orders, principles and practices;
- Provide official federal government representation at pertinent ACSM meetings and conventions;
- Maintain a process for the appointment of CFedS Certification Panel members. This will include the CFedS Program Manager, a federal employee;
- Administer the development, enhancement and continuity of all CFedS examinations;
- Develop and maintain a fee schedule for tuition, materials, manuals and fees;
- Develop and maintain admission standards and appeals process;
- Develop and determine the roles and responsibilities of the CFedS;
- Determine and approve the content of all training materials, pamphlets, brochures, publications, endorsements and reference books;

- Assist in the development of a financial process designed to receive, process or distribute funds involved in the sale of materials or services; and
- Provide funds to ACSM for the completion of various educational projects, as required.

b. The ACSM will:
- Collect and distribute tuition and fees associated with the CFedS program;
- Develop, host and maintain the official CFedS website;
- Provide a qualified ACSM representative to the CFedS Certification Panel;
- Develop and maintain a viable product distribution process and service;
- Provide and maintain oversight and processes for certification renewals;
- Provide and maintain sufficient training and continuing education opportunities;
- Develop and maintain technological advancements for the delivery of educational and training opportunities;
- Market and promote the CFedS program;
- Provide for the publication, promotion, distribution and sales of CFedS educational materials;
- Provide assistance to state or local governments on regulatory issues pertaining to Bureau accepted survey procedures;
- Provide assistance on contractual verbiage for federal contracts espousing the use of CFedS;
- Provide a qualified ACSM representative to the Bureau's Interagency Cadastral Coordination Council (ICCC);
- Develop a financial process, designed to receive, process and distribute funds involved in the sale of materials or services;
- Develop and maintain an effective scholarship program designed to promote and enhance the profession of land surveying or any of its components;
- Use federal government logos, titles, names or other government property only when authorized in writing by pertinent government officials; and
- Establishes and maintains a separate monetary account reserved for BLM Cadastral Survey Program.

4. Future Supplement Agreements for the Distribution of Funds: The efforts listed above, plus future efforts, within the framework of this agreement, will require the forwarding of funds to the BLM Cadastral Survey Program. It is anticipated ACSM will handle all financial transactions with CFedS, and the purchase of training materials and publications. While BLM would control the content of said products, ACSM would handle the day-to-day operations and management of the agreement. ACSM will forward funds to BLM, Cadastral Survey, based on supplemental agreements, unique to each product or service. Such funds would be established in separate accounts for use by BLM Cadastral Survey.

CFedS funds would be used by BLM to develop the required CFedS Continuing Education courses. The funds generated from the sales of books, pamphlets and other materials would, in turn, be used for all aspects of existing and future educational projects, to include, travel expenses, instructor expenses, and other related expenditures. Such transferred funds would not be subject to general overhead requirements. CFedS funds would be subject to review by the CFedS Certification Panel.

BLM funds transferred to ACSM, and the ACSM retained portions of fees collected are to be spent on actual costs, payroll, general overhead, travel and other related expenses for the projects agreed to. If the funds collected by ACSM exceed these needs, ACSM will spend the remaining monies on the following type projects for the good of the profession as agreed to by BLM and ACSM.

- Scholarships;
- Workshops;
- Educational assistance agreements; and
- Publications.

5. Controls on Cooperative Efforts: All projects envisioned by this agreement shall be subject to, but not limited, to the appropriate sections of the following laws:

- Freedom of Information Act;
- Privacy Act,;
- Federal Records Act;
- Paperwork Reduction Act; and
- Applicable Ethics regulations and statutes.

6. Changes to this Agreement: The parties to this MOA may agree to revise, amend, or supplement it at any time, subject to the general outline of this document. Should either party to this agreement object to any matter related to its implementation, the parties will meet to resolve the objection. Either party may terminate this agreement by providing 90 days written notice to the other party, provided no significant project would be left incomplete by such termination.

For Bureau of Land Management Date: Sept. 2, 2008

Donald A. Buhler

Chief Cadastral Surveyor

For American Congress on Surveying and Mapping Date: Sept. 3, 2008

Curtis W. Sumner

Executive Director