



## **EXHIBIT 4**

To

Plaintiffs' Motion for Temporary Restraining Order and Preliminary Injunction

*NDN Collective, Black Hills Clean Water Alliance, Earthworks v. U.S. Forest Service*

Case No.: 26-cv-5035-CCT

		<b>Forest Service</b> U.S. DEPARTMENT OF AGRICULTURE	FS-1500-15 (VER. 05/24) OMB No. 0596-0217 EXP: 05/31/2027
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FS Agreement No. 24-MU-11020300-045

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between**

**GREAT SIOUX NATION TRIBES:**

**CHEYENNE RIVER SIOUX TRIBE, CROW CREEK SIOUX TRIBE,  
FLANDREAU SANTEE SIOUX TRIBE, LOWER BRULE SIOUX TRIBE,  
OGLALA SIOUX TRIBE, ROSEBUD SIOUX TRIBE, SANTEE SIOUX TRIBE  
OF NEBRASKA, SISSETON-WAHPETON OYATE, STANDING ROCK SIOUX  
TRIBE, SPIRIT LAKE SIOUX TRIBE, AND YANKTON SIOUX TRIBE**

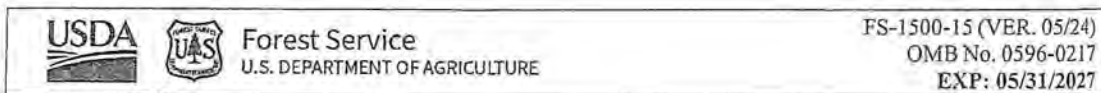
**And The**

**USDA, FOREST SERVICE  
ROCKY MOUNTAIN REGION  
BLACK HILLS NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Great Sioux Nation Tribes, represented by Rosebud Sioux Tribe, the Cheyenne River Sioux Tribe, the Standing Rock Sioux Tribe, the Oglala Sioux Tribe, the Crow Creek Sioux Tribe, the Flandreau Sioux Tribe, the Lower Brule Sioux Tribe, the Santee Sioux Tribe of Nebraska, the Sisseton-Wahpeton Oyate, the Spirit Lake Sioux Tribe, and the Yankton Sioux Tribe, hereinafter referred to as "The Great Sioux Nation Tribes," and the United States Department of Agriculture (USDA), Forest Service, Rocky Mountain Region, Black Hills National Forest, hereinafter referred to as the "Forest Service."

**Background:** In recognition of the Oceti Sakowin Great Sioux Nation Tribes' nation-to-nation relationships with the United States of America and the traditional indigenous cultural and historical Great Sioux Nation (Lakota, Nakota, Dakota Oyate) connections to the Black Hills National Forest, the United States of America, acting through the Black Hills National Forest of the United States Department of Agriculture (USDA) Forest Service, and the Great Sioux Nation Tribes enter into this Memorandum of Understanding (MOU) to form a framework to support consultation and increased cooperation and collaboration related to cooperative planning, land and waters conservation, climate protection and remediation, protection of cultural resources and sacred sites, stewardship, fuel reduction, wildfire management, habitat improvement for wildlife benefit, invasive species intervention, wilderness preservation, sustainable use of natural resources, youth programs, workforce development, protecting sacred sites, enhancing visitor relations and supporting of cultural and historical interpretation in and concerning the Black Hills National Forest.

The Great Sioux Nation Tribes seek to protect the Black Hills National Forest for the next seven generations and beyond through participation in sustainable forest stewardship, restoration at a landscape scale, and fuels treatments within fire regimes



altered by climate change, unnaturally intense fire events, and other concurrent and cascading factors.

Prior to the formation of the United States of America, the Lakota-Nakota-Dakota Oyate was established by Native People as independent sovereign nations, with national territory – Dakota Makoche. The Great Sioux Nation Tribes are vested with inherent sovereignty, rights of self-government and self-determination, treaty rights under the 1851 and 1868 Treaties, including rights to peace, friendship, and commerce with the United States of America. In light of this background, the Great Sioux Nation Tribes continue to maintain their principle that the Black Hills are not for sale. This MOU shall not be considered a waiver of any Sioux Nation tribe claim, right or interest under the case *United States v. Sioux Nation*, 448 U.S. 371 (1980) nor shall the MOU be considered to be a waiver of the Sioux Nation tribes' rejection of a monetary award in relation to such litigation.

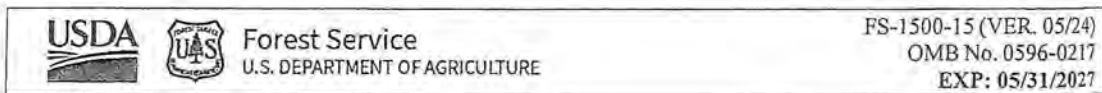
The USDA Forest Service participates in Federal trust responsibilities and consultation and coordination with Tribal Governments.

The Great Sioux Nation Tribes desire as an outcome of collaborative discussions resulting from this MOU:

- A. Development of tribal forestry crews to promote healthy forests and climate remediation through:
  1. Planting and regenerating trees in the Black Hills National Forest;
  2. Conservation management of wilderness, forest, grasslands, watersheds and water resources;
  3. Climate remediation projects;
  4. Wildland and prescribed fire support;
  5. Restoring wildlife habitat for native species; and
  6. Invasive species management activities.
  
- B. Development of Lakota youth workforce and establishment of Lakota culture and workforce development camps to train young Lakota rangers and foresters in traditional ecological knowledge and forestry, ethnobotany, animals and ecosystems to foster cultural connections to nature.

**Title:** Collaboration with the Great Sioux Nation Tribes in relation to forestry planning, healthy forest, workforce development, and stewardship in the Black Hills National Forest

- I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to provide a framework for how the Parties will consult, cooperate and communicate to perform forest co-stewardship, including cooperative Forest planning, land and waters conservation, climate protection and remediation, fuel reduction, wildfire protection, wildlife habitat improvement, invasive species intervention, wilderness stewardship and preservation, sustainable use of natural resources, youth programming, workforce development, enhance visitor relations and cultural and historical interpretation in and concerning the Black Hills



National Forest, as well as working with tribes in collaborative conservation efforts on adjacent Indian trust lands, in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

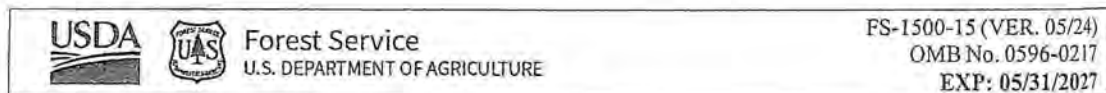
Executive Order 14112 states: “We must promote partnerships with Tribal Nations, recognizing that they bring invaluable expertise on countless matters from how to more effectively meet the needs of their citizens to how to steward their ancestral homelands.” 88 FR 86021 (Dec. 11, 2023). For Example: Good Neighbor, Stewardship, Forest Protection and Workforce Development initiatives provide potential options for strengthening the management of the Black Hills National Forest by increasing forest management effectiveness, enhancing natural and cultural resource program coordination and providing enhanced Tribal engagement in management decisions in order to ensure a greater level of consistency and effectiveness in the management of the resources within the Black Hills National Forest. The cooperative involvement like stated above of the Great Sioux Nation Tribes in these potential opportunities could provide the Black Hills National Forest appropriate access to indigenous knowledge, science, expertise, resources, and services in the development and coordination of resource management programs, land use planning, and Black Hills National Forest resource management.

This MOU is not a commitment to enter into any separate agreements in the future. The Parties are entering into this MOU to provide a framework for how the Parties will consult, cooperate, and communicate when discussing and developing future projects and agreements. This MOU is intended to operate consistently with Executive Order 13175 and the Memorandum on Uniform Standards on Consultation dated Nov. 30, 2022 and does not replace those policy directives.

In consideration of the above premises, the parties agree as follows:

**III. THE GREAT SIOUX NATION TRIBES SHALL:**

- A. Tribal Chairpersons/Presidents or designated representative of the Great Sioux Nation Tribes shall meet quarterly with the Forest Supervisor or designated representative for the purpose of discussing issues of mutual concern regarding management of the Black Hills National Forest.
- B. To facilitate effective and well-coordinated consultation and participation in this MOU and potential future agreements, the Great Sioux Nation Tribes will establish, subject to the availability of funds, a Great Sioux Nation Tribes’ Black Hills National Forest Stewardship Director for five-year terms. The Great Sioux Nation Tribes’ Black Hills National Forest Stewardship Director would be employed by the Great Sioux Nation Tribes to act on their behalf to promote the effective implementation of this MOU and any subsequent supplemental agreements. In accordance, the Black Hills National Forest may provide technical assistance when requested by the Great Sioux Nation Tribes if



consistent with applicable federal law and policy. Future consideration, via a separate agreement, as consistent with applicable federal law and policy and subject to the availability of funding, the Great Sioux Nation Tribes' Black Hills National Forest Stewardship Director could potentially be filled through a separate Intergovernmental Personnel Assignment.

- C. Great Sioux Nation Tribes will actively participate in Black Hills National Forest Planning process.
  - 1. The Great Sioux Nation Tribes' Black Hills National Forest Stewardship Director, as a designated coordinating official on behalf of the Tribes, can discuss with the Black Hills National Forest issues regarding land use planning and implementation, development of long-term resource management and programmatic goals, collaborative and robust outreach to Tribal Nations, and development of more effective mechanisms for Tribal nation coordination with tribal leaders.
- D. The Great Sioux Nation Tribes will designate indigenous ecological knowledge holders (with contact information) to participate in the U.S. Forest Service's analysis and planning processes for land management activities.
- E. The Great Sioux Nation Tribes will keep the Forest Service apprised of the Tribal Historic Preservation Officer's (THPO) contact information, and the designated THPOs may provide information to the U.S. Forest Service to identify and protect cultural, historic, and sacred sites, as appropriate, during analysis and planning processes. When sites cannot be absolutely protected, the THPO may work with the U.S. Forest Service to mitigate and resolve adverse effects.

#### **IV. THE FOREST SERVICE SHALL:**

- A. The Black Hills National Forest will seek to include the Great Sioux Nation Tribes in discussions regarding Forest planning, land and waters conservation, climate protection and remediation, forest stewardship, fuel reduction, wildfire protection, wildlife habitat improvement, invasive species intervention, wilderness stewardship and preservation, sustainable use of natural resources, youth programming, workforce development, enhancement of visitor relations and cultural and historical interpretation in and concerning the Black Hills National Forest, and seek to establish a framework for a cooperative, nation-to-nation relationship between the Great Sioux Nation Tribes and the USDA Forest Service that:
  - 1. Fosters the meaningful exercise of any reserved treaty right of a Tribe participating under this MOU on National Forest System lands administered by the Black Hills National Forest.
  - 2. Facilitates consistent and timely consultations and communication between the Black Hills National Forest and the Great Sioux Nation Tribes.
  - 3. Fosters effective participation with the Great Sioux Nation Tribes in National Forest management, in the development, revisions and



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implementation of Land, Waters, Wildlife and Natural Resource Management Plans and in subsequent Forest Plan implementation decisions.

4. Promotes communication related to the protection, management and enhancement of ecosystem structure and function and communities that support the land, waters, natural resources, and native wildlife.
5. Respects sacred sites, traditional cultural practices and gathering, and encourages the engagement of Native youth with the Black Hills National Forest.

B. The USDA Forest Service will work to:

1. Maintain a nation-to-nation and government-to-government relationship with the Great Sioux Nation Tribes;
2. Implement programs and activities in a manner that honors any applicable Indian treaty right to the extent consistent with federal law and policy and is consistent with the trust relationship to the full extent they apply to the Black Hills National Forest;
3. Administer programs and activities to address, respect and be sensitive to traditional Native religious beliefs and practices;
4. Understand and appreciate indigenous science, knowledge, cultural practices and traditions, honor sacred sites, and traditional cultural uses of the land, waters and natural resources, and respect traditional conservation and gathering on the Black Hills National Forest.

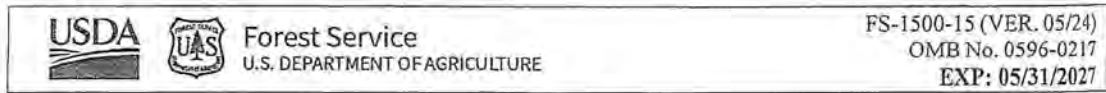
- C. Pursuant to Order No. 3043, ensure that the Forest Service is managing federally-held lands and waters in a manner that seeks to protect any existing treaty, religious, subsistence, and cultural interests of a Great Sioux Nation Tribe consistent with the nation-to-nation relationship between the United States and each of these federally recognized Tribes and consistent with federal law and policy; and, that such management is carried out in a manner that fulfills the United States' trust obligation to each of the Great Sioux Nation Tribes to the full extent they apply to the Forest Service.

- D. The Forest Supervisor and or designated representative shall meet quarterly with representatives of the Great Sioux Nation Tribes for the purpose of discussing issues of mutual concern regarding management of the Black Hills National Forest.

- E. Forest Service Interdisciplinary Teams shall seek input from designated Tribal indigenous ecological knowledge holders and THPOs during analysis and planning processes for land management activities.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will discuss the potential to enter into agreements with the Great Sioux Nation Tribes to perform cooperative forest stewardship, cooperative forest planning, lands and water conservation, climate protection and remediation, fuel



reduction, wildfire protection and suppression, wildlife habitat improvement, invasive species intervention, wilderness stewardship and preservation, sustainable use of natural resources, youth programming, workforce development, enhancement of visitor relations and engagement in cultural and historical interpretation in and concerning the Black Hills National Forest.



- B. Parties will discuss potential stewardship agreements with land management goals for the Black Hills National Forest that could include:
1. Road and trail maintenance or obliteration to restore or maintain water quality.
  2. Soil productivity, habitat for wildlife and fisheries, or other resource values.
  3. Use of prescribed fires to improve the composition, structure, condition, and health of ecological communities, and to improve wildlife habitat.
  4. Removing vegetation or other activities to promote healthy forest stands, reduce fire hazards, or achieve other land management objectives.
  5. Watershed restoration and maintenance.
  6. Restoration and maintenance of wildlife and fish habitat.
  7. Training for workforce development, including youth internships akin to the current Forest Service and Office of Tribal Relations programs.
  8. Control of noxious and non-native weeds and re-establishing native plant species and other activities to promote healthy forest conditions.
  9. Co-stewardship of Black Hills National Forest lands, including lands within 2-mile radius of Flag Mountain and Pe'Sla Tribal Trust lands, see Appendix A map, and Black Elk Wilderness.
  10. Lease agreements for operational needs of Sioux Nation forestry operations and administration of forest contracts and agreements.
- C. Parties will discuss opportunities to provide research, transfer of technology, and technical assistance between the Parties through separate agreements.
- D. Establish a nation-to-nation relationship between the Great Sioux Nation Tribes and the Black Hills National Forest that:
1. Promotes nation to nation consultation for decision-making between the Great Sioux Nation Tribes and the Black Hills National Forest on Forest Service decisions that affect the abundance, distribution, or access to the natural resources on lands within Black Hills National Forest.
  2. Ensures the meaningful exercise of any reserved treaty right of a Great Sioux Nation Tribe on the lands within the Black Hills National Forest.
  3. Prioritizes protection of Tribal Cultural Properties consistent with the Tribal consultation and applicable federal laws.
  4. Facilitates consistent and timely communication between Parties at the appropriate levels of government.
  5. Where applicable, and where such knowledge is shared at the discretion of Tribal knowledge holders, to collaborate and respectfully incorporate Indigenous Traditional Ecological Knowledge (ITEK) into Forest decision making.



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- E. Respect sacred sites, traditional cultural practices and gathering, and encourage the participation of Native youth in the Forest.
- F. Tribal Sovereignty and Inherent Right to Self-Govern. The Parties acknowledge and recognize that the Tribes are sovereign governments with responsibilities to past, present and future generations of Great Sioux Nation people. Sovereignty includes the inherent right and power of a people to govern themselves and their affairs. The parties further acknowledge and recognize:
1. The Tribes' inherent sovereignty and regulatory authority regarding their Treaty-Reserved Rights;
  2. The Tribes' authority to enter into MOUs, contracts and agreements with Federal Government Department and Agencies, including USDA Forest Service; and
  3. The Tribes' authority to administer and implement a system of effective tribal self-regulation regarding tribal member exercise of those rights, among other things.
- G. Savings Clause: The signing by any of the Great Sioux Nation Tribes to this MOU shall not be construed as a waiver of any rights, claims or defenses that, absent this MOU, they have under the 1851 Sioux Nation Treaty or 1868 Great Sioux Nation Treaty, or under other applicable law of the United States. The USDA Forest Service does not waive any treaty, statutory or regulatory right or authority by signing this MOU. This Agreement does not abrogate or otherwise affect any party's authority or responsibility in areas outside the scope of this MOU.
- H. Communication Protocols: In the interest of effective communication, maximizing cooperative working relationships between the parties to this MOU, and optimizing implementation of the shared intent set forth herein, the following communication protocols and designated points of contact are as follows:
1. Direct Nation-to-Nation Engagement between the Great Sioux Nation Tribes, Chairs and Presidents, designated staff, and USDA Forest Service, including the USDA Secretary, Chief of the Forest Service, Regional Forester, Forest Supervisor of the Black Hills National Forest, Rocky Mountain Regional Tribal Relations Program Manager(s), Office of Tribal Relations, staff, among others. Meetings will be scheduled on a quarterly basis to review progress under this MOU discussions of potential agreements. To respect the importance of Tribal self-government, this MOU contemplates that the tribal governments operate consistently with tribal constitutions and tribal law, treaty rights, and applicable statutory law, understanding that Indian tribes may utilize tribal member hiring preferences for tribal government employment based on governmental classifications, including tribal veterans' preferences.
- I. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their

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respective areas for matters related to this agreement.



**Principal Cooperator Contacts:**

<b>Cheyenne River Sioux Tribe Government Leadership Contact</b>	<b>Cheyenne River Sioux Tribe Administrative Contact</b>
Chairman Ryman LeBeau PO Box 590 Eagle Butte, SD 57625 Telephone: (605) 964-4155 FAX: n/a Email: <a href="mailto:ChairmanLeBeau@CRSTmail.com">ChairmanLeBeau@CRSTmail.com</a>	Marc Benoist, Administrative Officer Attn: Alli Moran P.O. Box 590 Eagle Butte, SD 57625 Telephone: (605) 964-4155 Email: <a href="mailto:Alli.moran@crstmail.com">Alli.moran@crstmail.com</a>



<b>Crow Creek Sioux Tribe Government Leadership Contact</b>	<b>Crow Creek Sioux Tribe Administrative Contact</b>
Chairman Peter Lengkeek PO Box 50 Ft. Thompson, SD 57339 Telephone: (605) 245-2221 Ext 16 FAX: n/a Email: <a href="mailto:peterlengkeek@yahoo.com">peterlengkeek@yahoo.com</a>	Christine Obago Secretary PO Box 50 Ft. Thompson, SD 57339-0050 Telephone: (605) 245-2221

<b>Flandreau Santee Sioux Tribe Government Leadership Contact</b>	<b>Flandreau Santee Sioux Tribe Administrative Contact</b>
Tony Reider, President 603 W. Broad Ave. PO Box 283 Flandreau, SD 57028 Telephone: (605) 997-3891 FAX: n/a Email: <a href="mailto:anthony.reider@fsst.org">anthony.reider@fsst.org</a>	April Herrick Secretary PO Box 283 603 W. Broad Avenue Flandreau, SD 57028 Email: <a href="mailto:April.Herrick@fsst-nsn.gov">April.Herrick@fsst-nsn.gov</a>

<b>Lower Brule Sioux Tribe Government Leadership Contact</b>	<b>Lower Brule Sioux Tribe Administrative Contact</b>
Clyde Estes, Chairman 187 Oyate Circle Lower Brule, SD 57548 Telephone: (605) 698-3911 FAX: n/a Email: <a href="mailto:clydeestes@lowerbrule.net">clydeestes@lowerbrule.net</a>	Ursula Estes, Administrative Assistant to the Tribal Council 187 Oyate Circle Lower Brule, SD 57548 Telephone: (605) 661-6104 Email: <a href="mailto:Ursula.Estes@LowerBrule.net">Ursula.Estes@LowerBrule.net</a>

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<b>Oglala Sioux Tribe</b> <b>Government Leadership Contact</b>	<b>Oglala Sioux Tribe</b> <b>Administrative Contact</b>
Frank Star Comes Out, President Attn: Stacy Two Lance, Secretary PO Box 2070 Pine Ridge, SD 57770 Telephone: (605) 867-5821 FAX: n/a Email: <a href="mailto:fstarcomesout@oglala.org">fstarcomesout@oglala.org</a> <a href="mailto:StacyTL@Oglala.org">StacyTL@Oglala.org</a>	James Red Willow Board Chairman PO Box 332 Wanblee, SD 57577 Telephone: (605) 454-4466 FAX: n/a Email: <a href="mailto:ospra@gwtc.net">ospra@gwtc.net</a>
<b>Rosebud Sioux Tribe</b> <b>Government Leadership Contact</b>	<b>Rosebud Sioux Tribe</b> <b>Administrative Contact</b>
William Kindle, Vice-President PO Box 430 Rosebud, SD 57570 Telephone: (605) 747-2381 FAX: n/a Email: <a href="mailto:william.kindle@rst-nsn.gov">william.kindle@rst-nsn.gov</a> Email: <a href="mailto:angie.fasthorse@rst-nsn.gov">angie.fasthorse@rst-nsn.gov</a>	Matt Tucker, Director Department of Natural Resources and Game, Fish and Parks PO Box 300 Rosebud, SD 57570 Telephone: (605) 856-2146 Email: <a href="mailto:mtucker@rst-nsn.gov">mtucker@rst-nsn.gov</a>
<b>Santee Sioux Tribe of Nebraska</b> <b>Government Leadership Contact</b>	<b>Santee Sioux Tribe of Nebraska</b> <b>Administrative Contact</b>
Alonzo Denney, Chairman 108 Spirit Lake Ave. West Niobrara, NE 68760-7219 Telephone: (402) 857-2772 FAX: n/a Email: <a href="mailto:alonzo.denney@ssndakota.com">alonzo.denney@ssndakota.com</a>	Stuart Redwing, Secretary 108 Spirit Lake Ave. W Niobrara, NE 68760 Telephone: (402)857-2772 FAX: (402)857-2779 Email: <a href="mailto:Stuart.redwing@facebook.com">Stuart.redwing@facebook.com</a>
<b>Sisseton-Wahpeton Oyate</b> <b>Government Leadership Contact</b>	<b>Sisseton-Wahpeton Oyate</b> <b>Administrative Contact</b>
J. Garret Renville Chairman 12554 BIA Hwy 711 Agency Village, SD 57262 Telephone: (605) 698-3911 FAX: n/a Email: <a href="mailto:chairman@swo-nsn.gov">chairman@swo-nsn.gov</a>	Tina Jennen Executive Director Chairman's Office 12554 BIA Highway 711 Agency Village, SD 57262 Telephone: (605) 698-3911 Cell: 605-419-2025 Email: <a href="mailto:Tinaj@swo-nsn.gov">Tinaj@swo-nsn.gov</a>

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Spirit Lake Tribe Government Leadership Contact	Spirit Lake Tribe Administrative Contact
Lonna Jackson-Street, Chair PO Box 359 Fort Totten, ND 58335 Telephone: (701) 766-4221 FAX: n/a Email: <a href="mailto:Lstreet@spiritlakenation.com">Lstreet@spiritlakenation.com</a>	Charmayne Bohanon Secretary Treasurer P.O. Box 359 Fort Totten, N.D. 58335 Phone: (701) 230-0378 Cell: (701) 381-2535

Standing Rock Sioux Tribe Government Leadership Contact	Standing Rock Sioux Tribe Administrative Contact
Janet Alkire, Chair 1 Standing Rock Ave. Ft. Yates, ND 58538 Telephone: (701) 854-8523 FAX: n/a Email: <a href="mailto:janet.alkire@standingrock.org">janet.alkire@standingrock.org</a>	Kerry Libby, Executive Assistant Office of the Tribal Chair 1 Standing Rock Ave. Fort Yates, North Dakota 58538 Telephone: (701) 854-8500 Email: <a href="mailto:Kerry.libby@standingrock.org">Kerry.libby@standingrock.org</a>

Yankton Sioux Tribe Government Leadership Contact	Yankton Sioux Tribe Administrative Contact
Robert Flying Hawk, Chairman PO Box 1153 Marty, SD 57380 Telephone: (605) 384-3641 Ext. 1015 FAX: n/a Email: <a href="mailto:robertflyinghawk@gmail.com">robertflyinghawk@gmail.com</a>	Jason Cooke, Vice Chairman P.O. Box 1153 Wagner, SD 57380 Telephone: (605) 384-3641 FAX: (605) 469-5143 Email: <a href="mailto:Jwcooke69@gmail.com">Jwcooke69@gmail.com</a>

**Principal Forest Service Contacts:**

USDA Forest Service, Rocky Mountain Region Program Contact	USDA Forest Service Administrative Contact
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<b>USDA Forest Service</b> <b>Black Hills National Forest</b> <b>Program Manager Contact</b>
Shawn Cochran 1019 N. 5th Street Custer, SD 57730 Telephone: (605) 673-9200 FAX: (605) 673-9208 Email: <a href="mailto:shawn.cochran@usda.gov">shawn.cochran@usda.gov</a>

Q. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or The Great Sioux Nation Tribes is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To The Great Sioux Nation Tribes at the addresses of the Great Sioux Nation Tribes shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

R. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or The Great Sioux Nation Tribes from participating in similar activities with other public or private agencies, organizations, and individuals.

S. ENDORSEMENT. Any of The Great Sioux Nation Tribes' contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of The Great Sioux Nation Tribes' products or activities. Any of the Forest Service's contributions made under this MOU do not by direct reference or implication convey the Great Sioux Nation Tribes endorsement of Forest Service's products or activities.

T. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative



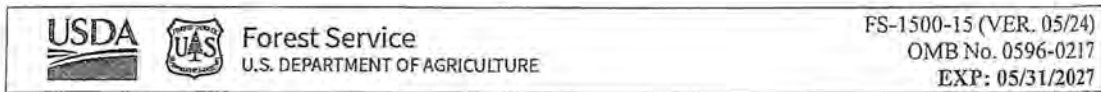
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and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- U. USE OF FOREST SERVICE INSIGNIA. In order for The Great Sioux Nation Tribes to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications. A written request must be submitted, and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia. The USDA Forest Service conversely will not use Great Sioux Nation Tribes' insignia without their prior consent.
- V. USE OF GREAT SIOUX NATION TRIBES' INSIGNIA. In order for the U.S. Forest Service to use the official seal or logo of the Great Sioux Nation Tribes on any published media, such as a Web page, printed publication, or audiovisual production, written prior approval must be granted from the appropriate office or official representative of the respective Nations.
- W. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official



Government business or when performing any work for or on behalf of the Government.

- Z. PUBLIC NOTICES. It is the USDA Forest Service's policy to inform the public as fully as possible of its programs and activities. The Great Sioux Nation Tribes are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Black Hills National Forest and The Great Sioux Nation Tribes will consult the USDA Forest Service's Office of Communication for advice regarding public notices. The Great Sioux Nation Tribes are requested to provide copies of notices or announcements to the Black Hills National Forest Program Manager and to USDA Forest Service's Office of Communications as far in advance of release as possible."

- AA. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Great Sioux Nation Tribes shall acknowledge USDA Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Consistent with the provisions of paragraph V. K. above, the Great Sioux Nation Tribes shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- CC. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.




DD. DEBARMENT AND SUSPENSION. The Great Sioux Nation Tribes shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The Great Sioux Nation Tribes or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

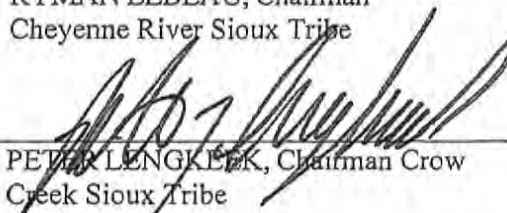
EE. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.


FF. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through August 21, 2029 at which time it will expire.

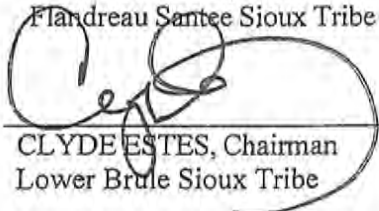
GG. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

 082224  
\_\_\_\_\_  
Date  
RYMAN LEBEAU, Chairman  
Cheyenne River Sioux Tribe

 0822-24  
\_\_\_\_\_  
Date  
PETER LENGKEEK, Chairman Crow  
Creek Sioux Tribe

 10-1-2024  
\_\_\_\_\_  
Date  
TONY REIDER, President  
Flandreau Santee Sioux Tribe

 8/29/2029  
\_\_\_\_\_  
Date  
CLYDE ESTES, Chairman  
Lower Brule Sioux Tribe

		Forest Service U.S. DEPARTMENT OF AGRICULTURE	FS-1500-15 (VER. 05/24) OMB No. 0596-0217 EXP: 05/31/2027
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*Frank Star Comes Out*  
 FRANK STAR COMES OUT, President  
 Oglala Sioux Tribe  
 Date: *8-22-24*

*Scott Herman by W. Boyd*  
 SCOTT HERMAN, President  
 Rosebud Sioux Tribe  
 Date: *8-22-24*

ALONZO DENNEY, Chairman  
 Santee Sioux Tribe of Nebraska  
 Date

*[Signature]*  
 J. GARRET RENVILLE, Chairman  
 Sisseton-Wahpeton Oyate  
 Date: *8-22-24*

*Lonna Jackson-Street*  
 LONNA JACKSON-STREET, Chair  
 Spirit Lake Tribe  
 Date: *8-22-24*

*Janet Alkire*  
 JANET ALKIRE, Chair  
 Standing Rock Sioux Tribe  
 Date: *8.22.24*

*Robert Flying Hawk*  
 ROBERT FLYING HAWK, Chairman  
 Yankton Sioux Tribe  
 Date: *9/10/24*

*Shawn Cochran*  
 SHAWN COCHRAN, Forest Supervisor  
 Forest Service, Black Hills National Forest  
 Date: *8/22/2024*

The authority and format of this agreement have been reviewed and approved for signature.

**DAVID GRAHAM** Digitally signed by DAVID GRAHAM  
 Date: 2024.08.22 07:14:08 -06'00'

DAVID GRAHAM  
 Forest Service Grants Management Specialist  
 Date



Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-15 (VER. 05/24)  
OMB No. 0596-0217  
EXP: 05/31/2027

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

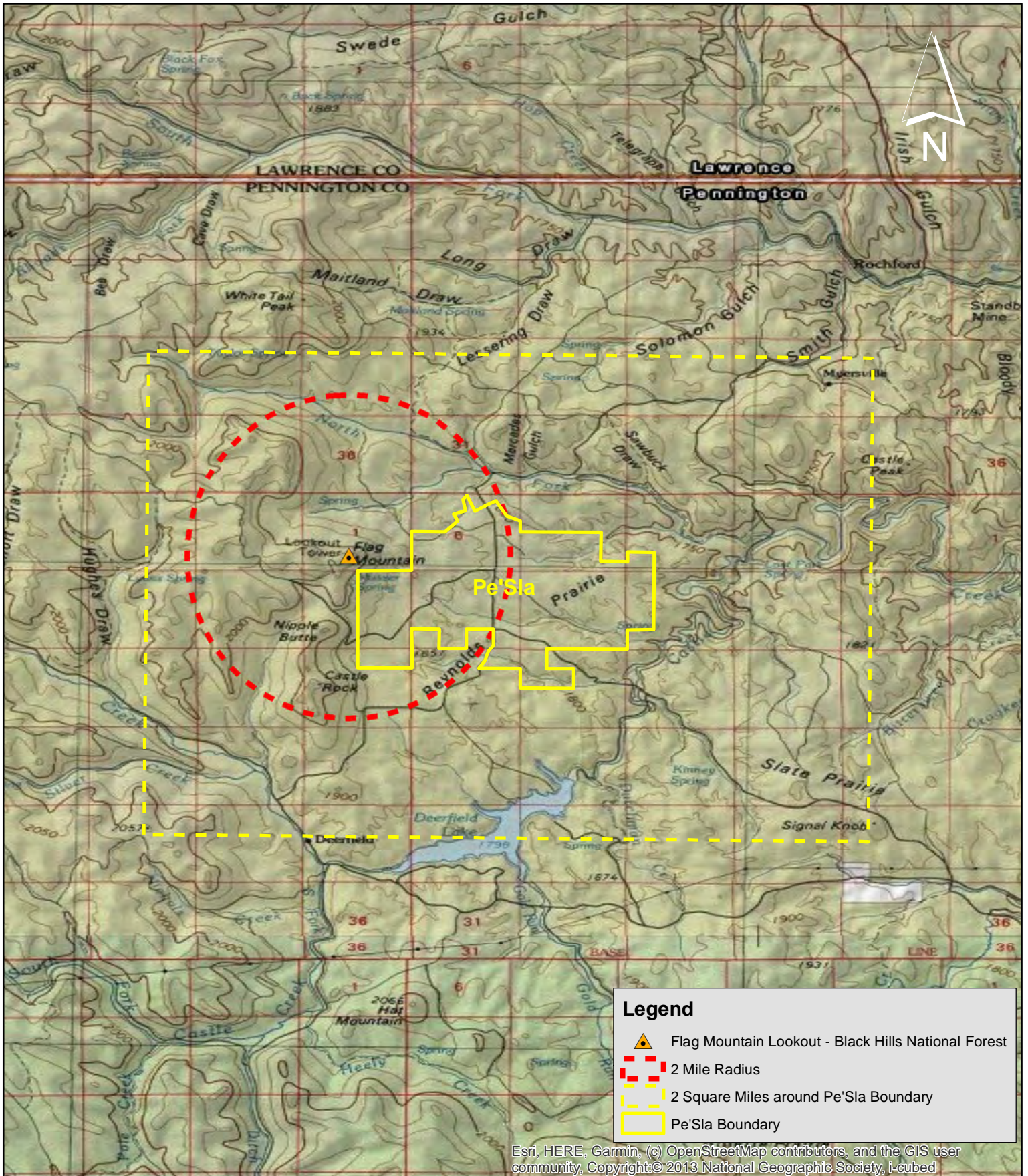
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

# Pe'Sla Boundary and Flag Mountain

Black Hills National Forest in South Dakota



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