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MEMORANDUM OF UNDERSTANDING

USDA-FOREST SERVICE, DESCHUTES NATIONAL FOREST, OCHOCO NATIONAL FOREST,
USDI-BUREAU OF LAND MANAGEMENT, PRINEVILLE DISTRICT
MOU-BLM-OR930-97-006

AND

ARCHAEOLOGICAL SOCIETY OF CENTRAL OREGON

This Memorandum of Understanding is made by and among the UDSA-Forest Service, Deschutes National Forest, Ochoco National Forest, and the Bureau of Land Management, Prineville District, hereinafter called the "Central Oregon Heritage Group" (COHG), and the "Archaeological Society of Central Oregon" hereinafter called ASCO. The National Historic Preservation Act, as amended, (80 Stat.915), Executive Order 11593, May 13, 1971 (36 CFR 8921), and various Federal laws and policy provide COHG with the basic authority to enter into formal agreements with public and private agencies, organizations, institutions and individuals.

PURPOSE:

The purpose of this MOU is to provide a framework for cooperation between COHG and ASCO, which will serve the mutual interests of the parties and the public.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

COHG is responsible for the management, protection and enhancement of cultural resource values. ASCO is an organization dedicated to promoting management, protection and enhancement of Central Oregon's history and prehistory. ASCO desires to provide educational and interpretation opportunities for the ASCO membership. ASCO and COHG have been conducting site stewardship activities at COHG managed sites on a formal basis for the past five years. Site stewardship, for the purpose of this document, is defined as a program where the condition of selected archaeological sites is monitored on a regular basis to discover problems while they are small and can be more easily corrected.

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

III. THE COHG AGREES TO PROVIDE:

- 1) A COHG employee to act as liaison between COHG and ASCO who will maintain the paper records and files.

- 2) Training by an archaeologist to orient the ASCO area coordinator(s) to each site receiving stewardship visits.
- 3) Records pertinent to sites in the Stewardship program as well as forms to complete during site visits and blank forms for data gathering.
- 4) Access via the liaison desk to a professional archaeologist who will make recommendations concerning Stewardship issues.
- 5) Periodic reviews of site vulnerability with the right of final decision at any time as to site or steward inclusion or removal from the program.

IV. THE ASCO AGREES TO PROVIDE:

- 1) An ASCO Stewardship Chairperson to oversee ASCO's portion of the program and to act as Liaison between the ASCO and COHG.
- 2) Area Coordinators to work under the Stewardship Chair and assign ASCO members to sites, orient the new steward(s) to their site(s), and assist stewards with initial site visits and documentation.
- 3) Site stewards with a firm commitment from each steward to participate in a minimum of two visits per site per year unless otherwise directed by a COHG archeologist. The desired number of visits to each stewarded site will be determined by its information potential and vulnerability to damage.
- 4) The steward agrees to abide by the protocol for confidentiality developed between the COHG archaeologist and the steward on an individual basis. All information about the site is considered confidential unless a specific agreement between the managing archaeologist and steward has been developed and confirmed in writing by both parties.
- 5) Observations of site condition documented on designated forms and submitted in a timely fashion to the appropriate land manager.

V. THE COHG AND ASCO MUTUALLY AGREE TO:

- 1) Provide personnel to staff a Stewardship Desk, which will provide site stewards with a contact and offer support for stewardship activities.
- 2) Conduct such training as is needed to qualify Stewardship persons for their duties.
- 3) Nominate sites for inclusion in the Stewardship program with the understanding that the managing agency will have the final decision over the inclusion of a site in the Stewardship program.
- 4) Recommend sites to be removed from the Stewardship program if necessary.
- 5) Conduct an annual meeting to review the effectiveness of the Stewardship program and to provide a forum for change is needed.
- 6) Expand the Stewardship role to allow monitoring, development of interpretive information and assistance in the implementation of agency programs when requested on an as needed basis by a COHG archaeologist.

VI. TERMINATION:

Either party, in writing may terminate the instrument in whole, or in part, at any time before the date of expiration.

COMPLETION DATE:

This instrument is executed as of the last date shown below and expires on **May 1, 2007**, at which time it is subject to review, renewal, or expiration.

PRINCIPAL CONTACTS

Arlie Holm
Stewardship Chairman, ASCO
20889 Knott Road
Bend, OR 97702
(541) 388-2656

Jo Radeker
USDA Forest Service
Site Stewardship Liaison
Supervisor's Office
1645 Highway 20 East
Bend, OR 97701
(541) 383-5549

The above contacts are designated to handle the day-to-day operation of the program.

XI. NON-FUND OBLIGATING DOCUMENT:

This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties, and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to ASCO of any contract or agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

X. CHANGES:

Changes within the scope of this instrument shall be made by the issuance of bilaterally executed Modification.

The parties hereto have executed this MOU as of the last date written below.

4/24/02
Date

Sharon E. Gray
President

USDA-FOREST SERVICE

9-12-02
Date

Pat G. Acord
Deschutes National Forest
Forest Supervisor

USDA-FOREST SERVICE

9-20-02
Date

Christina M. Welch
Ochoco National Forest
Forest Supervisor

USDI-BUREAU OF LAND MANAGEMENT

10/4/02
Date

Judy Ellen Wilson
State Director