

MEMORANDUM OF UNDERSTANDING

On this, the 1st of September, 1988, the Oklahoma Historical Society, hereinafter the Society, and the Oklahoma Archeological Survey, University of Oklahoma, hereinafter the Survey, enter into this Memorandum of Understanding for the purpose of carrying out certain responsibilities concerning the protection, preservation, and management of Oklahoma's irreplaceable prehistoric archeological resources.

WHEREAS the Executive Director of the Society serves as the State Historic Preservation Officer (hereinafter the SHPO); and

WHEREAS the National Historic Preservation Act of 1966, as amended (hereinafter the Act) authorizes the SHPO to issue opinions on the effect of certain federally funded, licensed, or permitted activities upon the State's historic and prehistoric cultural resources and to develop comprehensive planning and management programs for these resources; and

WHEREAS the Survey was established to develop basic research, preservation, and education programs concerning the State's archeological resources; and

WHEREAS the Survey serves as the State's repository for records related to archeological resources; and

WHEREAS the staff of the Survey's Community Assistance Program (hereinafter CAP) and other Survey staff possess professional expertise for the identification, evaluation, and protection of prehistoric archeological resources not available at the Society; and

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BY SHPO

WHEREAS the staff of the CAP and the Survey possess professional expertise for the development of database management, preservation planning, and educational programs for prehistoric archeological resources not available at the Society; and

WHEREAS the Society and Survey share a deep concern for and a professional obligation to the protection, preservation, and management of the State's cultural heritage;

It is hereby mutually agreed that:

- A. The Survey shall assist the Society in fulfillment of Section 106 responsibilities of the National Historic Preservation Act of 1966, as amended.
  1. The Survey shall provide to the Society the professional expertise needed to assess the impact of certain federally funded, licensed, or permitted activities upon the State's archeological resources. Financial assistance from the Society for these activities shall be negotiated on an annual basis. Funding for such efforts will be based on a 50/50 Survey-Society matching share. Specifications for this work shall be submitted annually by the Society to the National Park Service for approval.
  2. The Survey recognizes that under the Act, the SHPO is the legal authority for the review of federally funded, licensed, or permitted activities.

3. The SHPO shall appoint the State Archaeologist (Director of CAP) as a Deputy State Historic Preservation Officer for the purposes of the Section 106 review process relative to prehistoric archeological resources.
4. The Survey shall issue written comments (with copies to the SHPO on the impact upon archeological resources of each project for which the opinion of the SHPO is required, and these written comments shall all be signed by the CAP staff member conducting the review and by the State Archaeologist.
5. The State Archaeologist shall issue written comment (with copies to the SHPO) on archeological reports submitted on each project for which the opinion of the SHPO is required.
6. The Society shall provide the appropriate form language in comment letters (see Exhibit "A" of this memorandum). Where individual comments are required, they shall conform to the Society's language specifications.
7. The Survey shall not compete for contracts nor accept any contributions to conduct surveys for projects that may necessitate the Survey's review and comments as to the impact on archeological resources as set forth in this document, recognizing that to do so would constitute a conflict of interest (see exhibit "B" of this memorandum).
8. In those cases where an "adverse effect" on prehistoric resources is determined to exist due to a federally funded, licensed, or permitted activity, the Survey shall assist the

Society in the review of proposed mitigation of the "adverse effect" and shall be a signatory to the resulting Memorandum of Agreement.

- B. The Survey shall assist the Society in the development of a computerized site file database.
  1. The Survey shall provide the Society the professional expertise needed to computerize site file records maintained by the Survey. Funding assistance from the Society for this work shall be negotiated on an annual basis. Funds for such efforts shall be based on 70/30 Society-Survey matching share. Specifications for this work shall be submitted annually for National Park Service approval.
  2. Site file computerization shall be conducted using the Statistical Analysis System (SAS) software package. Completed portions of the computerized site file records shall be exported to a DBASE III+ data file and a DBASE III+ screen format program developed. Completed DBASE data and format files shall be provided to the Society on an annual basis.
  3. Upon completion of the existing site records, the Survey and Society efforts shall focus on maintenance of the computerized databases. This shall entail adding of newly recorded site records and updating of existing site records.
  4. Because of the confidentiality of the site file records, the Survey and Society shall not transfer copies of the

completed site databases to third parties. Copies of site records may, however, be transferred to federal agencies that hold title to lands where these sites are located.

- C. The Survey shall assist the Society in the development of comprehensive planning programs.
1. The Survey shall provide to the Society the professional expertise needed to refine and fully develop the Prehistoric contexts of the state's Resource, Protection, Planning Process document (hereinafter the RP3). Funding assistance from the Society for this work shall be negotiated on an annual basis. Funding for such efforts shall be based on a 70/30 Society-Survey matching share. Specifications for this work shall be submitted annually to the National Park Service for approval.
  2. The State Archaeologist shall refine the Prehistoric Contexts of the RP3 under the most current guidelines for this planning program.
  3. The State Archaeologist shall assist the Society in future developments of the RP3 program and related comprehensive planning efforts.
- D. The Survey shall assist the Society in other areas of protection, preservation, and management on an as-needed basis. These areas may include:

D-1. The Survey shall assist the Society in the development of miscellaneous database management projects related to comprehensive planning.

1. The Survey shall provide to the Society the professional expertise to computerize various records maintained by CAP and used in Section 106 and planning efforts. These records may include:

- a. Review and compliance project files compiled by the staff of the CAP.
- b. Survey project files compiled by the staff of the CAP.
- c. Bibliographic records on archeological reports received on federal project actions.
- d. Photo archival records (e.g., color slides and b/w prints and negatives) on archeological sites.
- e. Other records utilized by the Survey in preservation and management efforts (e.g., radiocarbon data files, etc.).

Specific project selection and funding assistance from the Society for such work shall be negotiated on an annual basis. Funds for these efforts shall be provided on a matching basis with the ratio appropriate for the activity and prior National Park Service approval for such efforts will be obtained.

2. Computerization of these records shall be conducted using DBASE III+ or a similar database program language.  
Completed portions of the databases of selected projects shall be provided to the Society on an annual basis.
3. Upon completion of the computerization of existing records, the Survey and Society efforts shall be on maintenance of this information. This shall include adding new records to the existing database and updating of old records.
4. Portions of these databases may be transferred to third parties provided such transfer does not pose a threat to protection, preservation, or management of the State's archeological resources or management of the State's archeological resources or present a conflict of interest to the Survey or Society.

D-2. The Survey shall assist the Society in the development of educational programs as they pertain to protection, preservation, and management of the State's archeological resources.

1. The Survey shall provide to the Society the professional expertise needed to develop educational programs to enhance public awareness of Oklahoma's cultural heritage. Program specifications and funding assistance from the Society for

such work shall be negotiated on an annual basis. Funding for these efforts shall be based on a 50/50 Survey-Society matching share. Specifications for this work will be submitted for National Park approval.

2. Educational programs developed through this cooperative agreement shall be provided to the Society upon completion.
3. The Survey shall provide to the Society the professional expertise needed to develop educational/management programs such as an objective needs assessment regarding preservation of the State's archeological resources. Specific program content and funding assistance from the Society shall be negotiated on an annual basis. Funding for these projects shall be based on a 50/50 Survey-Society matching share with prior National Park Service approval.
4. Education/management programs developed through this cooperative agreement shall be provided to the Society upon completion.

This Memorandum of Understanding pertains only to acknowledgement of areas which may be funded through this agreement. Program areas selected annually for funding shall require separate itemized contract specifications and budgets. These separate sets of specifications shall conform to guidelines of the Society and the University of Oklahoma's Grants and Contracts Office. Although separate specifications shall be developed, an indirect cost ratio of .26% of total direct costs shall be used for




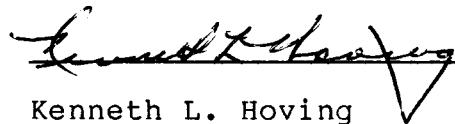
projects funded as set forth under this Memorandum of Understanding.

This Memorandum of Understanding may be amended if mutually acceptable to the Society and the Survey and upon prior concurrence of the U. S. Department of the Interior, Natinal Park Service.

The Memorandum of Understanding shall remain in effect until terminated by mutul agreement, or by either party unilaterally upon sixty (60) day written notice to the other.

HENCE BY THIS MEMORANDUM OF UNDERSTANDING is the best possible consideratin for the protection, preservatin, and management that can be afforded the archeological resources of the State and is considered to be established and in effect.

  
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J. Blake Wade  
Acting Executive Director/State  
Historic Preservation Officer

  
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Kenneth L. Hoving  
Vice-Provost for Research  
Administration

Date: 8/18/88

Date: 9-9-88