

MEMORANDUM OF AGREEMENT FOR TRANSFER AND CURATION

BETWEEN THE

BUREAU OF LAND MANAGEMENT – CALIFORNIA

AND

THE SAN BERNARDINO COUNTY MUSEUM

This Memorandum of Agreement (MOA), between the Bureau of Land Management - California (Agency) and the San Bernardino County Museum (Repository), defines the relationship between the parties and their respective roles in the transfer and curation of archaeological, historic and/or paleontological artifacts, specimens and associated records (Collection) that originated from Agency managed lands and are currently stored at the Imperial Valley College Curation Facility (IVCCF).

I. Background.

Authorities and Standards: This agreement is executed pursuant to the following authorities and standards: Federal Land Policy and Management Act (FLPMA) of 1976 (PL 94-579); Antiquities Act of 1906 (P.L. 59-209), Historic Sites Act (PL 74-292); Federal Property and Administrative Act of 1949 (40 USC 483); Reservoir Salvage Act of 1960,(P.L. 86-523) as amended by the Archaeological and Historic Preservation Act of 1974 (PL 93-291); National Historic Preservation Act of 1966, as amended (P.L. 89-665); Archeological Resources Protection Act of 1979 (ARPA) (PL 96-95); Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 (PL 101-601); Curation of Federally-Owned and Administered Archaeological Collections, 1990 (36 CFR 79), and, Omnibus Public Lands Act of 2009, Paleontological Resources Preservation (OPLA-PRP) (P.L. 111-11, Title VI, D, Sec 6301-6312, 123 Stat. 1172, 16 USC 470aaa), as well as, prevailing applicable professional museum and archival practices and standards.

History: As authorized under prevailing laws, rules and regulations, Agency museum collections from various sites in southern California, resulting from direct Federal action and funding or permitted activities by outside researchers/contractors, were stored at IVCCF for a number of years. Due to budget reductions, loss of personnel and deterioration of the IVCCF, the Collection is now stored in substandard conditions. Analysis of available alternatives revealed the San Bernardino County Museum to be the ideal facility to transfer the Collection to. The Repository has a long history of curation experience since its founding in 1952 and has been a long term partner in the curation of BLM collections and already curates numerous collections from Imperial, San Diego, Riverside, San Bernardino, Orange, Mono and Los Angeles Counties as well as Arizona and Nevada, Utah, New Mexico and international materials. Additionally, the Repository is accredited by the American Associations of Museums and has developed a deep understanding of federal laws and regulations during the long term curation of National Park Service, Forest Service and Fish

and Wildlife collections. Importantly, with extensive education and outreach programs, staffed by a large highly educated long term staff, the museum has close working relations with the tribes of Southern California and broad based county support.

II. Definitions.

A. Associated records means original records (or copies thereof) that are prepared, assembled and document efforts to locate, evaluate, record, study, preserve or recover a prehistoric, historic or paleontological collection.

B. Collections means material remains (and the associated records) that were collected, excavated or removed during a survey, excavation or other study of a prehistoric, historic, or paleontology resource that was located, at the time of collection, on Agency managed lands.

C. Curation means managing and preserving a collection according to prevailing applicable professional museum and archival practices, as well as, making collections available for exhibit, scientific study, public education and interpretation.

III. Statement of Understanding. The Parties do witness that,

WHEREAS, the current facility, the IVCCF, is unable to provide the Collection the long term care and protection for education, scientific study, and public interpretation as required under Federal Law, regulation and policy, the transfer of the Collection to another facility is necessary, and

WHEREAS, the Repository desires to obtain, house and maintain this Collection originating from Agency managed lands and fulfills the requirements for the long term care and protection of collections, and

WHEREAS, the Parties hereto recognize the mutual benefits derived by having the Collection suitably housed and maintained in the Repository and the Agency's continued ownership and control over said Collection;

NOW THEREFORE, the Parties do mutually agree as follows:

A. The Agency shall:

1. Transfer the Collection to the Repository when the Repository obtains grant/grants for curation of the Collection.
2. Transfer any curation supplies/materials, such as storage boxes, to the Repository.
3. Help facilitate the transfer the Collection to the Repository.
4. Contingent upon available resources, provide the Repository with expertise, funding, equipment or materials to facilitate the curation of the Collection.
5. Provide the Repository with land status maps and information when requested.

B. The Repository shall:

1. Apply for grant/grants to fund the transfer and curation of the Collection.
2. Provide long term professional care and management of the transferred Collection with the requisite equipment, space and safeguards.
3. Perform the work necessary to protect the Collection in accordance with applicable standards and authorities.

IV. Special Provision

Archaeological, historic and paleontological material removed from Public Land, specifically the collections from the Agency, remain the property of the United States for all time even though they are located/curated at the Repository.

V. Terms and Termination

A. This MOA shall be effective upon the date of execution by both parties and shall remain in effect for five years from the date of the Agency's signing, or until otherwise revised, extended, or terminated in writing.

B. This MOA may be revised or extended by written consent of both parties, or by issuance of a written agreement signed and dated by both parties.

C. Either party may terminate this MOA by providing 60 days written notice to the other party.

VI. Signatures

In witness whereof, the Parties hereto have executed this Memorandum.

Tom Pogacnik, Deputy State Director
BLM – California State Office

Date

Robert McKernan - Director
San Bernardino County Museum

Date