

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL PARK SERVICE
JOHN DAY FOSSIL BEDS NATIONAL MONUMENT
AND THE
BUREAU OF LAND MANAGEMENT
PRINEVILLE DISTRICT, BURNS DISTRICT, LAKEVIEW DISTRICT, VALE DISTRICT

I. BACKGROUND AND OBJECTIVES

The John Day Region of eastern Oregon includes Federal lands administered by the National Park Service (NPS) at the John Day Fossil Beds National Monument (JODA) and the Bureau of Land Management (BLM). These areas contain geological exposures that span nearly 50 million years of time and preserve a rich paleontological record of animal and plant evolution in the Pacific Northwest Region. Paleontologists and geologists have been visiting the area to collect fossils and study geology for nearly 150 years. Through hundreds of studies, scientists have pieced together parts of the natural history of the Pacific Northwest. Today, visitors can learn about the animals and plants that once inhabited the area and how ecosystems have changed through time.

While there are other large paleontological sites in North America, the John Day region's diversity of fossil mammals and the nearly continuous record of rocks over the last 50 million years are unique. Throughout the John Day region, there are sedimentary deposits containing fossils interspersed with volcanic rock layers. There are few other places on Earth, if any, where the past 50 million years is as accessible and detailed for the collection and analysis of both a continuous fossil record and repeated layers of datable volcanic ash. Dating of these volcanic layers provides time constraints on the age of fossil assemblages allowing, in some instances, the age of a particular fossil assemblage to be narrowed down to less than a hundred thousand years, which is exceptional for the fossil record from millions of years ago. An age for each fossil assemblage allows comparisons to other deposits throughout the region and elsewhere and provides a framework to examine evolutionary and environmental changes through time. The rich paleontological and geological records of eastern Oregon combine to make the region one of the best places in the world to study the Earth's history; research and education here can help inform the public's understanding of the past, as well as contribute information to contemporary issues like climate change and extinction.

The NPS and the BLM share a mandate to preserve for public benefit resources of national significance, including paleontological resources like those of the John Day region. The NPS and the BLM are responsible under Federal law for the protection, management, and preservation of resources on administered lands and for maintaining them for the benefit of the people of the United States. It is important that both of these Department of the Interior (DOI) agencies work together to preserve resources that serve the public good by enriching our understanding of the Earth's past.

While abundant in this region, paleontological resources represent non-renewable resources that are continually threatened by the natural processes of erosion and weathering, as well as illegal

collecting. The value of paleontological resources is in the information they contain. Active management of these resources is vital for their preservation. Proper management of paleontological resources includes inventory, field recovery, identification, stabilization, preparation, cataloging and curation of specimens in a suitable repository. The JODA has the expertise and facilities required for the appropriate preservation and conservation of these resources; the scientific basis for the JODA collections requires that fossils found both within and outside its boundaries should be considered for inclusion in the collection. Regardless of the agency that administers the land, loss of fossil specimens from the John Day region to both natural processes and human activities results in the loss of unique information about the history of the region and, thus, degrades the value of resources managed by all parties.

Since 1987, the NPS and the BLM have worked to cooperatively manage paleontological resources in the John Day region using scientific principles and expertise. The ability of both agencies to manage paleontological resources is enhanced by this cooperation. These efforts have resulted in the development of a highly educated staff, the completion of numerous scientific projects, and successful education and outreach that have helped preserve nationally significant resources and increased public awareness of the significance of these resources. This agreement is designed to help guide ongoing resource management and cooperation between these agencies.

II. STATEMENT OF WORK

A. The National Park Service agrees to:

1. Provide scientific and technical expertise and consultation services in the management of paleontological resources occurring on BLM-administered lands in the John Day region.
 - a. Assist with paleontological surveys, including those related to inventory and monitoring activities, mitigation, and land exchanges. Projects will need to be coordinated with the NPS in advance, preferably at the beginning of the fiscal year for planning purposes.
 - b. Assist in determining the significance of paleontological localities and fossil specimens.
 - c. Provide taxonomic and osteological identifications of paleontological material.
2. Act as a designated repository for paleontological resources from BLM-administered lands in the John Day region that fall within the monument's scope of collections (see attachment) in coordination with BLM district managers.
 - a. The JODA agrees to be the preferred, approved repository for paleontological resources collected from the BLM Prineville District and be listed as an approved repository for paleontological resources use permits within the District.
 - b. The JODA agrees to be a repository option for BLM paleontological resources use permits within the Burns, Lakeview, and Vale Districts with the right to refuse designation on individual permits.

- c. The JODA will defer to the BLM on the designation of repository status in the event another repository is selected.
 - d. The JODA reserves the right to refuse receipt of any paleontological resources from the BLM.
 3. Provide curatorial services and accountable storage of retrieved paleontological specimens.
 - a. The NPS at JODA agrees to assume full and indefinite custodial responsibilities for paleontological specimens collected from BLM-administered lands. The specimens will be indefinitely stored and curated in accordance with DOI and NPS policy and guidelines related to museum collections.
 - The BLM retains legal ownership of the specimens, although it does not have physical custody. The NPS will assume indefinite custodianship of the specimens, meaning that the NPS has physical possession of the specimens and is responsible for their care.
 - b. Specimens must be compatible with John Day Fossil Beds National Monument's Scope of Collections statement.
 - c. Specimens stored in the NPS museum collection will receive NPS catalog numbers; records will clearly indicate that specimens originate from BLM-administered lands and are owned by the BLM. All data will be entered into the Interior Collections Management System or subsequent DOI-approved museum database.
 - d. The NPS will accession BLM-owned specimens as an incoming loan from the BLM. The interagency agreement attached to each loan and the loan form will cite "Interagency Agreement between the National Park Service, John Day Fossil Beds National Monument, and Bureau of Land Management for Custodianship of Bureau of Land Management Paleontological Resources" in place of a signature from the BLM.
 4. Provide annual reports on paleontological specimens received from BLM-administered lands in the John Day region.
 - a. The JODA museum curator will provide the BLM with a detailed report on all paleontological specimens from BLM-administered lands currently housed at JODA including catalog numbers, field numbers, and detailed locality data (by September 30, 2017). This will include JODA providing the BLM with receipts of specimens transferred to JODA by permitted researchers working on BLM-administered land.
 - b. Prior to accessioning new collections by September 15th of each year, the JODA museum curator will provide the BLM with detailed annual reports on all paleontological specimens received from BLM-administered lands within the previous fiscal year, including a list of recovered specimens with their field numbers, detailed locality data, formation, age, and preliminary field identification.
 - c. Additionally, the JODA museum curator will provide the BLM with an annual report by September 15th of each year detailing the use of museum specimens that originated from BLM-administered lands for research, exhibition, and education.

- The NPS will respond to public, congressional, or other third-party requests for information that it receives regarding BLM-owned specimens. The NPS will provide the BLM with copies of requests for information relating to BLM specimens on an annual basis.
5. Provide facilities and materials, as available, for paleontology related work.
 - Facilities and materials will be made available, to the extent practicable, to BLM employees, partners, and permittees including, but not limited to, the following: the specimens, library resources, fossil preparation laboratory, computer records (i.e., museum catalog and GIS data, including field notebooks), and aerial photography.
 6. Share with and acknowledge the BLM in any publications or educational materials that utilize paleontological specimens collected from BLM-administered lands and collaborate with the BLM in interpretive and outreach efforts related to these resources.
 - a. Reports, manuscripts, and formally presented materials developed or derived from the work detailed in this agreement shall be shared with the BLM's technical contacts.
 - b. A stipulation will be added to the JODA Museum Collections Access Policy to ensure that researchers using the collections are informed of this requirement.
 - c. The JODA paleontology and interpretive staff will look for opportunities to collaborate with the BLM to educate the public about paleontological resources and inform them about ongoing research and new discoveries in the John Day region. In all of this, paleontological locality information will be protected within the framework outlined in the Paleontological Resources Preservation Act.
 - d. Upon request, the NPS agrees to provide the BLM with a replica or, where mutually agreed upon, original fossil specimens to help educate the public about these resources.

B. The Bureau of Land Management agrees to:

1. Notify the NPS about proposed activities or actions that could potentially affect paleontological resources (e.g., land use plans, activity plans, National Environmental Policy Act actions, research proposals, or land tenure adjustments).
2. As appropriated funds are available and it is practical, provide the support and logistical assistance necessary for inventory, field recovery, storage, preparation, cataloging, conservation, and curation of objects collected from BLM-administered lands and stored within the JODA museum collection.
 - a. Support may include storage cabinets, conservation materials, maps, photographs, document folders, and other curatorial supplies.
 - b. Support may also include staff or contractual assistance in performing tasks directly related to projects and specimens collected from BLM-administered lands.

- c. Logistical assistance may include equipment, transportation, housing, and subsistence.
3. Issue paleontological resource use permits to authorize NPS staff to collect paleontological resources on BLM-administered lands.
4. Designate JODA as the preferred, approved repository for paleontological resources from BLM-administered lands in the John Day region that fall within JODA's scope of collections.
 - a. The BLM agrees to recognize the value to the scientific community of keeping paleontological collections from the John Day region intact, to the extent practical.
 - b. The BLM will notify the NPS of proposed permits that would list JODA as repository and receive written permission from the JODA paleontologist prior to approval of such permits.
 - c. The BLM Prineville District agrees to list JODA as the preferred, approved repository for paleontological resources use permits issued within the district.
 - d. The BLM Burns, Lakeview, and Vale Districts agree to list JODA as an approved repository option for paleontological resources use permits issued within the districts.
 - e. The BLM reserves the right to approve or designate other repositories for curation of specimens from BLM-administered lands.
5. Transfer to the NPS indefinite custodianship of paleontological resources from BLM-administered lands that use JODA as a repository. Records associated with loaned specimens will clearly indicate that specimens originated from BLM-administered lands and are the legal property of the BLM.
 - a. Specimens are Federal property and will remain under ownership of the BLM. This agreement turns indefinite custodial responsibilities of these specimens over to the NPS.
 - b. This includes a large, one-time transfer of custodianship for all legacy museum specimens from BLM-administered lands currently housed within the JODA collection (prior to this agreement). Those specimens are to be detailed in a report provided to the BLM by the JODA museum curator.
 - c. The BLM will subsequently loan specimens to JODA for curation and will transfer indefinite custodianship of those specimens to JODA. This agreement will cite "Interagency Agreement between the National Park Service, John Day Fossil Beds National Monument, and Bureau of Land Management for Custodianship of Bureau of Land Management Paleontological Resources" in lieu of a signature from the BLM on the incoming loan form.
 - d. Under this agreement, the BLM grants the NPS the right to handle and use loaned specimens in the custody of JODA for scientific and educational purposes. These rights include:
 - (1) The right to loan BLM-owned specimens to third parties. Those loans must otherwise be in accordance with DOI and NPS policy.

- (2) The right to do routine preparation and conservation work on specimens in JODA custody.
 - (3) The right to make photographic and three-dimensional reproductions including molding and casting of BLM-owned specimens for research and educational purposes.
 - (4) The right to use, or authorize third parties to use, BLM specimens for consumptive and destructive sampling of most specimens based on NPS policy on consumptive sampling as outlined in the NPS Museum Handbook is allowed by the BLM under this document. However, in the case of sampling holotypes or other rare and restricted specimens, or if the proposed use would result in complete destruction of a specimen, the NPS must obtain, in writing, BLM concurrence from the technical representative identified in this document. In these latter cases, the BLM may withhold concurrence for “compelling reasons,” but must respond within 30 days of the request. If the BLM does not respond, the NPS may proceed as per NPS policy.
- e. The BLM reserves the right to withhold from loan some or all collections. Within 90 days of receipt of annual reports from the JODA museum curator, the BLM shall notify the NPS of any withholding.
 - f. After annual reports and the 90-day period, all specimens detailed in the report and not withheld by the BLM will be loaned to the NPS.
 - g. The BLM reserves the right to request collections to be delivered to the custody of another repository. If the NPS agrees, the NPS will return specimens to the BLM at BLM expense.
6. Provide in-kind scientific and technical expertise, as available, for the NPS.
 - a. Assist with cultural resource surveys for small projects (50 acres or less) on an “as needed” basis. Projects will need to be coordinated with the BLM in advance (preferably at beginning of the fiscal year) for planning purposes. Timelines will be agreed to by both parties to ensure that work is completed in a timely manner. Products of these projects will comply with NPS survey and reporting standards.
 - b. Share technical expertise with the NPS and offer assistance with other resource management functions, including, but not limited to, weed management, riparian improvement, fisheries, soils, air quality, grazing management, and fire effects studies.
 7. Share with and acknowledge the NPS in any publications or educational materials developed or derived from work detailed in this agreement. Reports, manuscripts, and formally presented materials developed or derived from work detailed in this agreement shall be shared with the NPS technical contact.

C. Both Agencies agree to:

1. Have the technical points of contact and key officials meet annually to discuss cooperative management of paleontological resources and coordinate implementation of this agreement.
2. Share paleontological and geological research results.
3. Share locality data for all paleontological resources on BLM-administered lands within the John Day region, protecting paleontological locality information as outlined in the Paleontological Resources Preservation Act and according to the regulations of each agency.
4. Share data from cultural resource surveys conducted by BLM archaeologists on JODA lands protecting locality information according to the regulations of each agency.
5. Ensure coordination in considering applications for research permits that potentially involve the lands managed by both agencies.
6. Coordinate outreach and education efforts to increase public awareness about the significance of paleontological resources.
7. Notify each other of reported theft, vandalism, or loss of paleontological resources; coordinate law enforcement expertise for the protection of paleontological resources.
8. Continue to coordinate and prioritize paleontological and geological research to facilitate better management of paleontological resources through the use of scientific principles and expertise.

III. TECHNICAL POINTS OF CONTACT

National Park Service
Chief of Paleontology
John Day Fossil Beds National Monument
32651 Highway 19
Kimberly, OR 97848
Phone: (541) 987-2333 x1219

Bureau of Land Management
BLM Oregon State Archaeologist / Paleontology Lead
1220 SW 3rd Avenue
Portland, OR 97204
Phone: (503) 808-6095

IV. KEY OFFICIALS

Superintendent, National Park Service, John Day Fossil Beds National Monument
32651 Highway 19, Kimberly, OR 97848

State Director, Bureau of Land Management, Oregon/Washington
1220 SW 3rd Ave., Portland, OR 97204

District Manager, Bureau of Land Management, Prineville District Office
3050 NE Third St., PO Box 550, Prineville, OR 97754

District Manager, Bureau of Land Management, Burns District Office
HC-74-12533 Highway 20 West, Hines, OR 97738

District Manager, Bureau of Land Management, Lakeview District Office
PO Box 151, Lakeview, OR 97630

District Manager, Bureau of Land Management, Vale District Office
100 Oregon Street, Vale, OR 97918

V. LEGAL AUTHORITY

The NPS and the BLM may enter into agreement as authorized by the Economy Act of 1932, P.L. 97-332, and other authorities. These agencies have entered into a national level Memorandum of Understanding for Planning and Program Coordination (January 29, 1987), which encourages mutual, cooperative resource management efforts.

The NPS and the BLM share the mandates for paleontological resource management stated in the Omnibus Public Land Management Act of 2009-Paleontological Resources Preservation, P.L. 111-11, Title VI, Subtitle D, which states: “The Secretary shall manage and protect paleontological resources on Federal land using scientific principles and expertise. The Secretary shall develop appropriate plans for inventory, monitoring, and the scientific and educational use of paleontological resources” (Section 6302), “The Secretary shall establish a program to increase public awareness about the significance of paleontological resources.” (Section 6303), and “The Secretary of the Interior and the Secretary of Agriculture shall coordinate in the implementation of this subtitle.” (Section 6302).

Service First. Through the legislative authority for Service First under the Omnibus Appropriations Act 2009, SEC. 418, Section 330 of Public Law 106-291 concerning Service First authorities (114 Stat. 996), as amended by section 428 of Public Law 109-54 (119 Stat. 555-556) Public Law 110-329, Public Law 111-329, is further amended by striking “2008” and inserting in lieu thereof “2011,” in order to facilitate the sharing of resources under the Service First Initiative. The Department of the Interior and the United States Department of Agriculture may make transfers of funds and reimbursement of funds on an annual basis, including transfers and reimbursements for multi-year projects, except that this authority may not be used to circumvent requirements and

limitations imposed on the use of funds. The Service First Initiative applies to lands administered by the Bureau of Land Management, the National Park Service, the Fish and Wildlife Service, and the United States Forest Service.

VI. TERM OF INTERAGENCY AGREEMENT

This agreement shall become effective upon signature of authorizing officials from both the requesting and servicing agencies and shall remain in effect for no longer than five years, unless terminated in accordance with the Termination and Modification section below. The effective date will be determined by the date the final key official signed and dated the agreement.

This agreement shall be reviewed for modification, termination, or renewal at least every five years.

Nothing in this agreement will be construed as binding upon the National Park Service or the Bureau of Land Management to perform beyond their respective authorities.

VII. TERMINATION AND MODIFICATION

This agreement may be terminated by either party by providing 90-days written notice. Either party under this agreement may propose to make changes by notifying the other party in writing, and all changes to this agreement must be modified and agreed upon by all parties in writing.

VIII. REQUIRED CLAUSES

The BLM owns the rights to all data/records produced as part of this agreement. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement and made available upon request and, upon termination of the agreement, will be turned over to the BLM.

The NPA shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and state public records laws.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement 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 documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

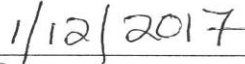
No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IX. SIGNATURES


In Witness Whereof, each party has caused this interagency agreement to be executed by an authorized official as of the last date written below.




SHELLEY HALL, Superintendent
John Day Fossil Beds National Monument
National Park Service



Date



THERESA M. HANLEY, Acting State Director
Bureau of Land Management, Oregon/Washington



Date