

Preserving America's Heritage

**Memorandum of Understanding
Among
the Advisory Council on Historic Preservation (ACHP),
the ACHP Foundation (Foundation), and
Salish Kootenai College (SKC)
Regarding the Tribal Preservation Training Partnership**

WHEREAS, the ACHP, an independent federal agency, promotes the preservation, enhancement, and sustainable use of the nation's diverse historic resources and advises the President and the Congress on national historic preservation policy;

WHEREAS, per 54 U.S.C. § 304102(a), the ACHP is authorized to, among other things, "encourage ... public interest and participation in historic preservation," "encourage, in cooperation with appropriate public and private agencies and institutions, training and education in the field of historic preservation," and "inform and educate ... Indian tribes ... and private groups and individuals as to the Council's authorized activities";

WHEREAS, the ACHP Foundation is a tax-exempt non-profit organization with an IRS designation of 509(a)(3) that supports the purposes of the ACHP by raising funds and distributing them to the ACHP as well as conducting activities for the benefit and/or to carry out the purposes of the ACHP;

WHEREAS, the ACHP and Foundation want to develop more preservation capacity in Indian country through a partnership with SKC to provide educational, personal development and professional growth opportunities to students in the Tribal Historic Preservation (THP) and Tribal Governance and Administration degree programs at SKC;

WHEREAS, in accordance with Section 101(d)(2) of the National Historic Preservation Act (NHPA) tribes may assume on their tribal lands the responsibilities of the State Historic Preservation Officer for purposes of Section 106 of the NHPA, which requires federal agencies to take into account the effects of projects they carry out, license, or financially assist on historic properties, and to do so in consultation with Indian tribes;

WHEREAS, the mission of SKC is to provide quality post-secondary educational opportunities for Native Americans, locally and from throughout the United States; and,

WHEREAS, SKC's THP program is committed to training resourceful, skilled, multi-disciplinary preservationists and promoting the involvement of tribal people and governments in cultural resource management that respects and values indigenous ways of knowing, oral tradition and Native ideologies.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

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Now, therefore, the ACHP, Foundation, and SKC (the Parties) agree to work together to implement the following goals.

Mutual Goals:

1. Build awareness of the SKC THP program and the Parties collaboration;
2. Provide class lectures to SKC students via in-person and/or video teleconference regarding historic preservation content consistent with the THP curriculum and program needs;
3. Develop NHPA course content that will provide SKC students with guidance on; the 4-step Section 106 process, reasonable and good faith effort standards, roles and responsibilities of Indian tribes and Tribal Historic Preservation Officers, special expertise, sites of religious and cultural significance, ancestral lands, the federal-tribal relationship, and other applicable topics;
4. Develop experiential educational opportunities to include internships and field schools;
5. Develop a mentor program to facilitate guided interaction between ACHP and THP program students;
6. Co-host historic preservation gatherings such as Tribal summits at SKC; and
7. Hold an annual meeting either at the SKC campus or at the ACHP offices to review the MOU, develop best practices and explore additional opportunities for collaboration.

The ACHP agrees to:

1. Forward information and material to SKC as it pertains to historic preservation jobs, internships, or other professional opportunities. The ACHP will raise awareness of SKC's THP and Tribal Governance and Administration programs on its Native Youth website and at appropriate venues including but not limited to conferences, meetings, and to Indian tribes.
2. Facilitate the availability of ACHP staff subject matter experts, as appropriate, to offer class lectures via video teleconferencing and, if adequate funding is available, in-person at SKC at a minimum of once per quarter. Coordinate with other federal agencies to provide SKC with subject matter experts who can provide class lectures via video teleconferencing on Section 106 and/or other applicable historic preservation or environmental laws and regulations. Use its network of historic preservation experts to provide guest lecturers to SKC's THP program.
3. Provide/develop information and materials for Section 106 course content that can be integrated into existing SKC courses and curricula; work with partner agencies to provide/develop information and materials regarding other preservation laws that can be integrated into existing SKC courses.
4. Work with the Foundation and SKC to develop experiential education opportunities for SKC students such as internships and field schools.
5. Provide ACHP mentors or advisors for SKC students who can serve as educational resources, assist with professional development opportunities, and/or provide any other agreed upon guidance as it pertains to historic preservation.

6. Work with SKC to co-host a federal-tribal-student preservation gathering at SKC including development of agenda, facilitating federal agency participation, coordinating with the Confederated Salish and Kootenai Tribes, and other necessary actions.
7. Participate in an annual in-person meeting with SKC and the Foundation to assess the standing and utility of the MOU.
8. Seek other federal partners, in consultation with SKC, to participate in this MOU to provide support and professional expertise.
9. Not distribute information and material regarding the THP and Tribal Governance and Administration programs except those provided by SKC that are publicly available or are a product of this MOU.

The ACHP Foundation agrees to:

1. Work with ACHP and SKC to build awareness of the program and collaboration to expand educational and employment opportunities.
2. Assist in identifying financial support and Foundation mentors for SKC students in the Tribal Historic Preservation Program.
3. Assist in identifying, cultivating, and securing potential funds for ACHP to participate in this partnership. Assist in identifying, cultivating, and securing potential financial support for this partnership.
4. Work with the ACHP and SKC to develop experiential education opportunities for SKC students such as internships and field schools.
5. Collaborate with the SKC Development staff to identify and solicit potential donors and funders.
6. Participate in an annual in-person meeting with ACHP and SKC to assess the standing and utility of the MOU.

SKC agrees to:

1. Provide the ACHP with information relevant to the Tribal Historic Preservation course (i.e. class schedule, reading list, syllabus, etc.) and an invitation to offer course lecture at least one month in advance.
2. Coordinate with ACHP staff and staff of other federal agency staff in the development of original Section 106 curriculum for implementation into existing SKC courses or as a stand-alone course.
3. Coordinate with ACHP staff to define experiential education requirements necessary for students to receive credit hours in conjunction with the THP program.
4. Coordinate with ACHP staff regarding ACHP mentors/advisors to SKC students to ensure that students are paired with an appropriate ACHP staff expert. Review and approve mentor agreement and any associated content.
5. Provide conference space to host the proposed federal-tribal-student historic preservation gatherings. Assist with planning and coordination where feasible including but not limited to the development of

agenda items, identifying participants and presenters, and coordination with local federal agencies and Indian tribes.

6. Participate in an annual in-person meeting with ACHP and the Foundation to assess the standing and utility of the MOU.

7. Properly steward donors and develop appropriate recognition for this partnership.

General Provisions and Limitations

This MOU is a voluntary agreement that expresses the good-faith intentions of the Parties, is not intended to be legally binding, does not create any contractual or fiscal obligations, and is not enforceable by any party. It does not create any right or benefit, substantive or procedural, enforceable by law or equity, by any party, against the Parties, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the Parties.

All commitments made by the ACHP in this MOU are subject to the availability of appropriated funds and budget priorities. Nothing in this MOU, in and of itself, obligates the ACHP to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations.

All commitments made by the Foundation in this MOU are subject to the availability of funds and budget priorities. Nothing in this MOU, in and of itself, obligates the Foundation to expend Foundation funds or to enter into any contract, assistance agreement, or incur other financial obligations.

All commitments made by the SKC in this MOU are subject to the availability of funds and budget priorities. Nothing in this MOU, in and of itself, obligates SKC to expend funds or to enter into any contract, assistance agreement, or incur other financial obligations. SKC will only provide publicly available materials pertaining to its THP and Tribal Governance and Administration programs to the ACHP, Foundation, or other partners or signatories to this MOU for public use and distribution.

This MOU does not transfer or convey any copyright or other intellectual property right held by SKC in the Tribal Historic Preservation Curriculum/Degree Program to the ACHP, Foundation, or any other party. SKC may share the Tribal Historic Preservation Curriculum/Degree Program materials with these parties for the sole purpose of fulfilling the terms of this MOU.

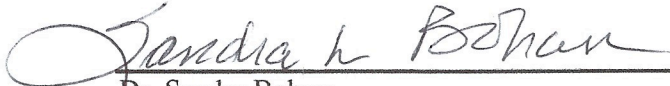
Administrative Provisions

This MOU takes effect upon signature of all Parties and shall remain in effect through the 2021-2022 academic year. This MOU may be extended or amended upon written consent from any Party and the subsequent written concurrence of the others.

Any Party can opt out of this MOU by providing a 60-day written notice to the other signatories.

Signatories

Salish Kootenai College


Dr. Sandra Boham
President

9-23-19

Date

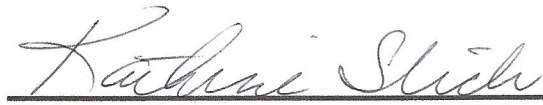
Advisory Council on Historic Preservation


Aimee Jorjani
Chairman

9-23-19

Date

Advisory Council on Historic Preservation Foundation


Katherine Slick
President

9-23-19

Date