

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. BUREAU OF RECLAMATION
THE OREGON STATE HISTORIC PRESERVATION OFFICE
NORTH UNIT IRRIGATION DISTRICT
And
DESCHUTES COUNTY HISTORICAL SOCIETY
For**

**Piping of a section of Sub-Lateral 58-3-2
In Jefferson County, Oregon**

WHEREAS, the North Unit Irrigation District (NUID) operates the irrigation water conveyance system constructed under the Deschutes Project under repayment, operation, and maintenance contracts with the U.S. Bureau of Reclamation (Reclamation); and

WHEREAS, the NUID uses the irrigation water conveyance system to carry waters diverted from the Deschutes River in Deschutes County into a system of laterals for irrigation and other purposes in Jefferson County; and

WHEREAS, NUID proposes to pipe a 1,900 foot section of the earthen sub-lateral 58-3-2, located near Madras, Oregon, in order to conserve water, reduce maintenance effort and cost, and increase reliability in deliveries to district patrons; and

WHEREAS, NUID's proposed upgrades to the lateral are funded through Reclamation's Water Energy and Efficiency (WaterSMART) grant program, which meets the definition of an undertaking as defined by 36 C.F.R. § 800.16, triggering the regulations at 36 C.F.R. § 800.3 implementing 54 U.S.C. §306108, which is also known as Section 106 of the National Historic Preservation Act (NHPA); and

WHEREAS, Reclamation determined that Lateral 58-3-2 is a contributing feature of the North Unit irrigation water conveyance system, which is eligible for listing on the National Register of Historic Places (NRHP) and that the undertaking, which will physically and visually alter the historic character of the lateral, results in an adverse effect to the historic property; and

WHEREAS, Reclamation consulted with the Oregon State Historic Preservation Office (SHPO) pursuant to the NHPA and implementing regulations 36 C.F.R. part 800, and the SHPO has concurred with Reclamation regarding: (1) the contributing status of lateral 58-3-2, (2) the eligibility of the North Unit irrigation water conveyance system for listing in the NRHP, and (3) the determination of adverse effect upon the sub-lateral 58-3-

2, pursuant to 36 C.F.R. § 800.4 and 36 C.F.R. § 800.5(a), respectively (SHPO Case No. 22-1148); and

WHEREAS, Reclamation consulted with the applicant, NUID, regarding the effects of the undertaking on historic properties and invited them to enter into this Memorandum of Agreement (MOA) as a signatory pursuant to 36 C.F.R. § 800.6(c)(2); and

WHEREAS, Reclamation consulted with the Burns Paiute and Confederated Tribes of Warm Springs and considered their comments as part of the development of this Agreement; and

WHEREAS, Reclamation acknowledges its continued responsibility to engage in meaningful consultation with Indian tribes throughout the process of carrying out the stipulations of this Agreement regardless whether an Indian tribe is a signatory, a consulting party to this Agreement, or neither. *See, e.g.*, 54 U.S.C. § 302706(b), 36 C.F.R. § 800.2(c)(2), Executive Order 13175, and the November 5, 2009 Presidential Memorandum on Tribal Consultation. This Agreement does not alter, amend, repeal, interpret, or modify tribal sovereignty, any treaty rights, or any other rights of an Indian tribe. This Agreement also does not alter the existing government-to-government relationship between the federal government and Indian tribes; and

WHEREAS, Reclamation has invited the Burns Paiute, Confederated Tribes of Warm Springs to review and participate as consulting parties to this MOA; and

WHEREAS, Reclamation has invited The Deschutes County Historical Society and the Jefferson County Historical Society to review and participate as a consulting parties to this MOA; and

WHEREAS, Reclamation has invited Restore Oregon to review and participate as a consulting party to this MOA; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1) and Section 110(f) of the NHPA (54 U.S.C. § 306107), Reclamation has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

NOW, THEREFORE, Reclamation, NUID, and the Oregon SHPO agree that the undertaking will be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic property, and that these stipulations will govern the undertaking and all of its parts until this MOA is expired or terminated.

STIPULATIONS

Reclamation will ensure these terms, Stipulations 1-15, are carried out:

1. **HISTORIC ARCHIVE AND RESEARCH.** In order to document the history of the Deschutes Project and NUID as well as their impact on the settlement and economic history of central Oregon during the twentieth century, and to support future research into the history of NUID and irrigation in general:
 - A. Reclamation will provide digital copies, specifically archival-quality compact discs, of the *Deschutes Project Annual Project Histories (1938 – 1978)* to the Deschutes County Historical Society for professional research. Any resulting publications that utilize data from the *Project Histories* will be appropriately referenced and credit Reclamation.
 - B. The Deschutes County Historical Society will maintain digital copies of the *Project Histories* in one or more climate-controlled, restricted-access locations in accordance with professional archival standards. Neither the Deschutes County Historical Society nor any signatory to this MOA, besides a federal agency, will disseminate copies of the *Project Histories* to the general public or sell them to generate revenue. Research into the archive containing the *Project Histories* will be made available by appointment at the discretion of the Deschutes County Historical Society.
 - C. NUID will provide access to their printed and bound editions of the *Project Histories* to members of the Jefferson County Historical Society, or other similar organization, for use in researching topics of local history. Any resulting publications that utilize data from the *Project Histories* will be appropriately referenced and credit Reclamation.
2. **WITHHOLDING OF CERTAIN INFORMATION.** Reclamation may withhold certain information from public disclosure in order to protect Reclamation’s relevant privileges under law, to prevent risk of harm to the historic properties identified in this Agreement, to prevent an invasion of privacy or violation of the Privacy Act (5 U.S.C. § 552a) and its accompanying regulations, to prevent the impediment of the use of a traditional religious site by practitioners in accordance with 36 C.F.R. § 800.11(c) and Section 304 of the NHPA, to protect information exempted under the Freedom of Information Act (5 U.S.C. § 552), or for other good cause necessitated or justified under law. Reclamation, on the same bases, may restrict who has access to information provided under this Agreement or may redact certain information from records provided under this Agreement.
3. **REVIEW OF MITIGATION MATERIALS.** Reclamation will provide documentation to the SHPO that digital copies of the *Project Histories* were prepared and deposited with the Deschutes County Historical Society. Reclamation will be responsible for all costs required for providing the *Project Histories* to the Deschutes County Historical Society.
4. **PROFESSIONAL QUALIFICATIONS.** Any work performed pursuant to this MOA that involves historical research will be performed by or under the supervision of a

person or persons with experience in historic preservation and meeting the minimum professional qualifications for Historic Architect, Architectural Historian, or Historian included in the “Secretary of the Interior’s Historic Preservation Professional Qualification Standards” (*Federal Register* Vol. 62, No. 119, pp. 33708-33723).

5. **DURATION.** This MOA will expire three (3) years from the date this Agreement is executed, which is the date the fully signed MOA is submitted to the ACHP. After this Agreement is signed but prior to its execution, Reclamation may consult with the other consulting parties to reconsider the terms of this MOA and amend it in accordance with Stipulation 10, Amendments. Prior to the expiration of this Agreement, the measures outlined in these Stipulations 1-15 will be completed.
6. **MONITORING AND REPORTING.** Each year following the execution of this MOA until it expires or is terminated, Reclamation and NUID will provide all Parties a summary report detailing the work performed on the undertaking and under this MOA. The report must include: (1) a description of completed, ongoing, and planned work, (2) any proposed schedule changes, and (3) any problems encountered by NUID. The report must also summarize any disputes, objections, or comments received from signatories, consulting parties, local governments, interested parties, and the general public related to NUID’s efforts to carry out the undertaking or the terms of this MOA, and how such concerns were addressed. Inadvertent discoveries shall be briefly summarized in the annual report, but otherwise documented and reported required in Stipulation 7, Post-Review Discoveries.
7. **POST-REVIEW DISCOVERIES.** If anyone, including NUID and members of the general public, discovers additional cultural resources or previously unanticipated adverse effects on the identified historic properties, NUID must immediately cease its activities both related to the undertaking and otherwise in the relevant area and must contact an appropriate cultural resources professional to evaluate the discovery. In such cases, Reclamation, NUID, and the other Parties must follow the process outlined in the Inadvertent Discovery Plan (IDP) that is attached in the Appendix and which is incorporated fully into this MOA. Additionally, in such cases, the results of the evaluation conducted as a part of the IDP must be submitted by NUID to the SHPO and Reclamation and consultation will continue as necessary. If human remains are discovered at any time during the implementation of the undertaking, Reclamation and NUID shall also follow the provisions of the Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001) and state and local laws as appropriate. All NUID employees, contractors, and subcontractors working on the undertaking’s piping project must have a copy of the IDP with them while onsite. If there is any conflict between the IDP and this MOA, then the stricter rule that is more protective of archaeological discoveries will govern.
8. **EMERGENCIES.** Whenever there is a disaster or emergency declared by the President of the United States, a tribal government, the State of Oregon, or a local government that affects the identified historic properties, or whenever there is an immediate threat to life or property involving the historic properties, Reclamation and

the other Parties will comply with the regulations currently found at 36 C.F.R. § 800.12(b)-(d) and with all other applicable laws and regulations. Reclamation will also immediately notify the SHPO and the ACHP of the condition which has initiated the situation and the measures taken to respond to the emergency or hazardous condition. Should the SHPO or the ACHP desire to provide technical assistance to Reclamation, they will submit comments within seven (7) calendar days of being notified if the nature of the emergency or hazardous condition allows for such coordination.

9. DISPUTE RESOLUTION. Consulting parties may object at any time to any actions proposed under this MOA or the manner in which the terms of this MOA are implemented by submitting the concern in writing to Reclamation. Reclamation will consult with the objecting Party(ies) to resolve the objection. If Reclamation determines, within thirty (30) days, that such objection(s) cannot be resolved:

A. Reclamation will forward all documentation relevant to the dispute, including Reclamation's proposed resolution, to the ACHP. Reclamation will provide the ACHP with thirty (30) calendar days, which will start after Reclamation has provided ACHP with adequate documentation, to provide Reclamation with the ACHP's advice on the resolution of the objection. If the ACHP provides Reclamation with advice on the objection, then within thirty (30) calendar days of the close of the agency's comment opportunity and prior to reaching a final decision on the dispute, Reclamation will prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories, and consulting parties, and provide them with a copy of such written response. Reclamation will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar-day time period, Reclamation may make a final decision on the dispute and proceed accordingly. Within thirty (30) calendar days of the close of the agency's comment opportunity and prior to reaching such a final decision, Reclamation shall prepare a written response that considers any timely comments regarding the dispute from the signatories and consulting parties to this MOA and provide the signatories and consulting parties and the ACHP with a copy of such written responses.

C. Reclamation's and NUID's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

10. AMENDMENTS. Any signatory may request that this MOA be amended by submitting such a request to Reclamation in writing. Reclamation will consult with the signatories for up to thirty (30) calendar days, or another time period agreed to by all signatories, concerning the necessity and appropriateness of the proposed amendment. Any signatory may request the involvement of the ACHP during the amendment process. At the end of the consultation period Reclamation will either provide an amended MOA for signature by the signatories or a written statement describing why Reclamation chose not to pursue an amendment to this MOA. Amendments are

effective on the date a copy of the amended MOA signed by all signatories and consulting parties is filed with the ACHP.

- 11. ANTI-DEFICIENCY ACT COMPLIANCE.** Reclamation's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reclamation shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs Reclamation's ability to implement the stipulations of this Agreement, Reclamation shall consult in accordance with the amendment and termination procedures of this Agreement.
- 12. OTHER FEDERAL INVOLVEMENT.** In the event that another federal agency not initially a party to or subject to this MOA receives an application for funding, licensing, or permitting for the undertaking as described in this MOA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this MOA and notifying Reclamation and the SHPO that it intends to do so. Such agreement shall be evidenced by signing this Agreement, filing its signing of this Agreement with the ACHP, and implementation of the terms of this MOA.
- 13. TERMINATION.** If any signatory to this MOA determines that its terms will not or cannot be carried out, that Party shall immediately consult with the other signatories to attempt to develop an amendment in accordance with Stipulation 10, Amendments. If within thirty (30) days, or another time-period agreed to by all signatories, an amendment cannot be reached, any signatory may terminate this MOA upon written notification to the other signatories. Termination shall be effective the day Reclamation receives written notification. Once this MOA is terminated, all work on the undertaking must cease, and prior to work continuing on the undertaking, Reclamation must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Reclamation will notify the signatories as to the course of action it will pursue within thirty (30) calendar days of the termination of this MOA, or within another time-period agreed to by all Parties in writing.
- 14. EXECUTION.** This MOA may be executed in counterparts, with a separate page for each signatory, and Reclamation will ensure that each Party is provided with a copy of the fully executed Agreement. This MOA will become effective on the date that Reclamation submits the fully signed document to the ACHP. This MOA will be in effect until the above Stipulations are met to the Oregon SHPO's satisfaction or for three (3) years after its effective date, whichever occurs first. If the Stipulations have not been met to SHPO's satisfaction at the end of three (3) years, it will be amended with a plan for how to meet the Stipulations in accordance with Stipulation 10, Amendments. Execution of this MOA by Reclamation, NUID, the Deschutes County Historical Society and the Oregon SHPO, its subsequent filing with the ACHP, and implementation of its terms evidences that Reclamation took into account the effects

of the undertaking on historic properties, thereby satisfying its responsibilities under Section 106 of the National Historic Preservation Act of 1966.

- 15. PRINCIPAL CONTACTS.** Any signatory to this MOA may change its principal contact and related contact information under this MOA by sending a written notice to the principal contacts of all the other signatories at the appropriate address as determined by this Stipulation 15. The current principal contacts for this MOA are:

For Reclamation:

Chris Horting-Jones, Archeologist
Bureau of Reclamation
Bend Field Office
1375 SE Wilson Ave. Suite 100
Bend, OR 97702
(541) 410-9895
Email: chortingjones@usbr.gov

For NUID:

Josh Bailey, Manager
North Unit Irrigation District
2024 NW Beech St.
Madras, OR 97741
Office: (541)475-3625
Cell: 541.480.8916
Email: jbailey@northunitid.com

For Oregon SHPO:

Jessica Gabriel, Historic Preservation Specialist
Review & Compliance
Oregon SHPO
725 Summer Street NE, Suite C
Salem, OR 97301
Phone: (503) 871-9480
Email: Jessica.Gabriel@opr.oregon.gov

For Deschutes County Historical Society:

Kelly Cannon-Miller, Executive Director
Deschutes County Historical Society
129 NW Idaho Avenue
Bend, Oregon 97703
(541) 389-1813
Email: kelly@deschuteshistory.org

16. GENERAL PROVISIONS.

- A. Non-Fund Obligating Document.** This MOA is neither a fiscal nor a funds obligating document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds from Reclamation to the Parties 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 MOA does not provide such authority. This MOA does not establish authority for noncompetitive award to the parties of any contract or other agreement.
- B. No Binding Rights or Obligations.** Except as set forth in 54 U.S.C. § 306108 and 36 C.F.R. § 800, nothing in this MOA is intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or any other person. Nothing in this MOA shall be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act (28 U.S.C. § 2672, et seq.).
- C. No Sharing of Benefits.** No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this MOA or to any benefit that may arise out of it.
- D. Freedom of Information Act.** Any information furnished to Reclamation, under this MOA, is subject to the Freedom of Information Act (5 U.S.C. § 552).
- E. Participation in Similar Activities.** This MOA in no way restricts the Parties from participating in similar activities with other public or private agencies, organization, and individuals.
- F. Endorsement.** Any of the Parties' contributions made under this MOA do not by direct reference or implication convey endorsement of the Parties products or activities.
- G. Compliance with Federal Laws.** All Parties to this MOA agree to comply with all Federal statutes relating to nondiscrimination, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin; Title IX of the Education amendments of 1972, as amended, which prohibits discrimination of the basis of sex; the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability; the Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination based on age against those who are at least 40 years of age; and the Equal Pay Act of 1963.

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. BUREAU OF RECLAMATION
THE OREGON STATE HISTORIC PRESERVATION OFFICE
NORTH UNIT IRRIGATION DISTRICT
AND
DESCHUTES COUNTY HISTORICAL SOCIETY
For**

**Piping of a section of Sub-Lateral 58-3-2
In Jefferson County, Oregon**

SIGNATORIES:

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as of the last date written below.

SIGNATORY: U.S. Department of the Interior, Bureau of Reclamation

WYLIE DUKE Digitally signed by WYLIE DUKE
Date: 2023.09.20 10:02:52
-07'00'

Date: _____

Wylie C. Duke
Area Manager
Columbia-Cascades Area Office

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AMONG
THE U.S. BUREAU OF RECLAMATION
THE OREGON STATE HISTORIC PRESERVATION OFFICE
NORTH UNIT IRRIGATION DISTRICT
AND
DESCHUTES COUNTY HISTORICAL SOCIETY
For**

**Piping of a section of Sub-Lateral 58-3-2
In Jefferson County, Oregon**

SIGNATORY: Oregon State Historic Preservation Office

Ian P. Johnson
Ian P. Johnson (Oct 19, 2023 15:29 PDT)

Date: _____

Christine Curran
Deputy State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. BUREAU OF RECLAMATION
THE OREGON STATE HISTORIC PRESERVATION OFFICE
NORTH UNIT IRRIGATION DISTRICT
AND
DESCHUTES COUNTY HISTORICAL SOCIETY
For**

**Piping of a section of Sub-Lateral 58-3-2
Jefferson County, Oregon**

SIGNATORY: North Unit Irrigation District



Josh Bailey
General Manager

Date: 9/12/2023

**MEMORANDUM OF AGREEMENT
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THE OREGON STATE HISTORIC PRESERVATION OFFICE
NORTH UNIT IRRIGATION DISTRICT
AND
DESCHUTES COUNTY HISTORICAL SOCIETY
For**

**Piping of a section of Sub-Lateral 58-3-2
Jefferson County, Oregon**

SIGNATORY: Deschutes County Historical Society

Kelly Cannon-Miller

Date: Sept 13.2023

Kelly Cannon-Miller
Executive Director

APPENDIX
INADVERTENT DISCOVERY PLAN



— BUREAU OF —
RECLAMATION

Inadvertent Discovery Plan for Unanticipated Cultural Resources

Bureau of Reclamation's Small-Scale Water Efficiency Grant Program: North Unit Irrigation District's piping of a section of Lateral 58-3-2

Deschutes Project, Oregon



U.S. Department of the Interior

**Pacific Northwest Region
Columbia-Cascades Area Office/
Bend Field Office**

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Bureau of Reclamation’s Small-Scale Water Efficiency Projects – North Unit Irrigation District Award of Funding for Lateral Piping

Introduction

The Bureau of Reclamation (Reclamation) is proposing to provide grant funding to the North Unit Irrigation District (NUID) through the Water Efficiency Grant Program (e.g., WaterSMART) for piping a segment of Lateral 58-3-2. The proposed work specifically involves installation and burial of 1,900 linear feet of 12-in diameter PVC pipe into the existing prism of lateral 58-3-2.

Construction of a concrete headwall at either end of the piped segment will be completed; concrete forms will be constructed and filled in place. The completed pipe section will be backfilled utilizing existing excavated substrate. All work will occur within existing easements and will retain existing canal contours; work will commence after the end of irrigation season and will be completed during the fall/early winter 2023.

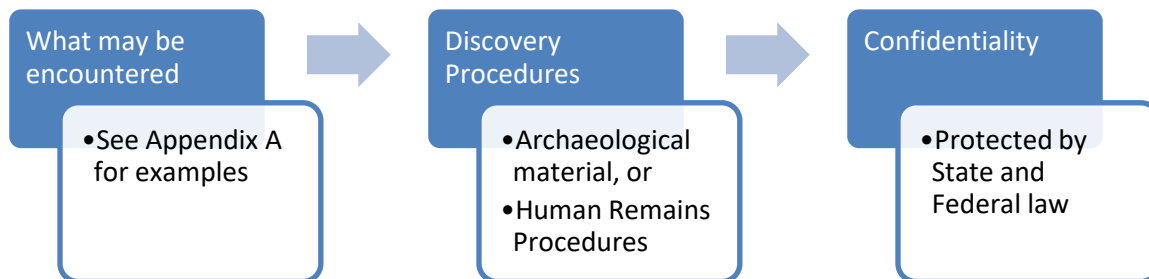
Project area is located in Jefferson County, Oregon, on federal easements/Rights of Way under the jurisdiction of Reclamation. Lateral 58-3-2 has been determined to be an eligible/contributing feature to the National Register of Historic Places historic linear NUID irrigation water conveyance system.

This Inadvertent Discovery Plan (IDP) has been prepared to provide instruction in the event that cultural materials are uncovered by NUID employees or contractors working on Reclamation lands or easements integral to the federally funded undertaking. To that end, any NUID employee, contractor or sub-contractor working on the piping project *must have a copy of this IDP on hand*.

Purpose

This Inadvertent Discovery Plan (IDP) will be followed if cultural materials, including human remains, are encountered during project work.

HOW TO USE THIS DOCUMENT



Archaeology consists of the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found. These are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the employees, and contractors, including any and all individuals, organizations, or companies associated with the piping project.

What may be encountered

Archaeological objects/materials can be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and precontact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fires
- Structural remains such as **foundations**
- **Shell Middens**
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.
For photographic examples of artifacts, please see Appendix A. (Human remains not included)

If there is an inadvertent discovery of any archaeological objects, follow procedures below.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager (or the Bend Field Office Manager if the project manager is unavailable)
4. Project Manager will contact Reclamation archaeologist or other professional archaeologist to assess the find.
5. If the professional archaeologist determines the find is an archaeological site or object, they will determine significance, and may call SHPO. If it is determined to *not* be archaeological, work may continue.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**
4. Notify Project Manager (or the Bend Field Office Manager if the project manager is unavailable)
5. Project Manager will contact the Bend Field Office manager and Reclamation archeologist, and may be directed to contact Oregon State **Police (DO NOT CALL 911)**, SHPO, CIS & appropriate tribes, as directed by CIS
6. If the site is determined **not** to be a crime scene by the Oregon State Police, do not move anything! The remains will continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.

7. Do not resume any work in the buffered area until a plan is developed and carried out between the Bureau of Reclamation, State Police, SHPO, CIS, and appropriate Native American Tribes and you are directed that work may proceed.

CONTACT INFORMATION

Contact Agency	Contact Name	Phone number
Project Manager	Gary Calhoun, NUID Watermaster	541-480-4156 (cell)
Bend Field Office manager	Gregg Garnett	541-408-8343
Reclamation Archaeologist	Chris Horting-Jones	541-410-9895
SHPO	John Pouley	503-480-9164
	Jamie French	503-979-7580
Oregon State Police	Lt. Craig Heuberger	503-508-0779 cheuber@osp.oregon.gov
Commission on Indian Services (CIS)	Dr. Elissa Bullion	971-707-1372
Appropriate Tribes	As designated by CIS	

CONFIDENTIALITY

Individuals involved in the piping project (drill crew and any sub-contractors) shall make their best efforts, in accordance with federal law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or given information regarding the discovery, and any public or media inquiry is to be reported to the Bureau of Reclamation, Bend Field Office manager. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

APPENDICES AND SUPPLEMENTARY MATERIALS

Visual reference and examples of archaeology

APPENDIX

VISUAL REFERENCE GUIDE TO ENCOUNTERING ARCHAEOLOGY



Figure 1: Stone flakes



Figure 2: Stone tool fragments



Figure 3: Cordage



Figure 4: Shell midden



Figure 5: Historic glass artifacts



Figure 6: Historic metal artifacts



Figure 7: Historic building foundations