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AZSITE Board Meeting Minutes

July 21, 2017

11:00am

Museum of Northern Arizona

3101 N. Fort Valley Road

Flagstaff, AZ

- 1) Meeting called to order at 11:05 am
- 2) Introduction of board members and acknowledgement of public present
 - a) AZSITE Board:
 - i) Jim Watson (chair), Arizona State Museum (ASM), University of Arizona (UA)
 - ii) Jim Cogswell, State Historic Preservation Office (SHPO)
 - iii) Kelley Hays-Gilpin, Museum of Northern Arizona (MNA)
 - iv) Arleyn Simon (via internet), School of Human Evolution and Social Change (SHESC), Arizona State University (ASU)
 - b) Public:
 - i) None present.
 - c) A quorum was obtained
- 3) Agenda items
 - a) Discussion and approval of April 2017 meeting minutes (Watson)
 - i) Motion: Hays-Gilpin
 - ii) Second: Simon
 - iii) Approved: unanimous
 - b) AZSITE Administrator position at ASM (Watson)
 - i) Position (0.5 FTE), posted three weeks prior, with open deadline but review date begins July 17, committee consists of J. Watson (UA), S. Eckert (UA), T. Pitezal (UA), A. Mitra (ASU). 14 applicants so far.
 - ii) Cogswell inquired about potential to increase position to 1.0 FTE, which is dependent on the AZSITE Board and money.
 - iii) Simon asked when interviews will begin. Likely begin in three weeks.
 - iv) Does this include full benefits? Yes. What is the ERE %? 36% was suggested, but unsure, will confirm.
 - v) Cogswell is very skeptical that a part-time person can fulfill the needs of AZSITE. Watson points out that previous position was only half-time AZSITE, and half-time ARO. But ASM is currently trying to completely separate the two to avoid confusion in duties, accounts.
 - vi) Simon suggests that moving forward we enlist some student assistants/internships, develop a task-force to assist in modernizing data entry/user interface, rectify discord between AZSITE and ASM ARO variables.
 - c) Discussion and vote: language defining who qualifies for free access to AZSITE (Watson)
 - i) Each consortium member institution will be provided with free access for individuals working on actively updating and/or maintaining AZSITE. Other members will qualify for the discounted educational institution rate (\$350).
 - ii) Cogswell: do we need to codify this in the user application/agreement?
 - d) Discussion and vote: Mobilite (wireless company) employee request for AZSITE access, but she does not meet Secretary of Interior standards in Archaeology (Cogswell)

- i) Cogswell contacted by Mobilite (cell tower company) representative wanting AZSITE access to conduct Class I records searches (but only interested in historic districts), but she is not an archaeologist or have any Secretary of Interior qualifications. And he agreed to bring it to the board.
- ii) Should we allow them access? Motion to deny access to Mobilite representative: Hays-Gilpin moved, second by Simon (unanimous decision)—motion carries.
- e) Financial report (Watson)
 - i) FY17: AZSITE income total = \$120,918; fund balance (carryover) = \$19,402; and expenses totaling = \$95,523; resulting in a grand total of \$44,796.
 - ii) Cogswell: does that include BLM money that goes to ASU? No.
 - iii) Simon: what is the IDC for AZSITE? Watson was unsure but will check into it.
- f) AZSITE fees (Cogswell)
 - i) Cogswell would like to recommend a meeting focused on reconsidering AZSITE fees.
 - ii) Watson points out that ASM fees will not be adjusted until July 1, 2018 (pending approval by ABOR at September meeting).
 - iii) Cogswell suggests that we could wait and see what the financial situation is during the coming year and look at the possibility of raising fees at the beginning of the next (2019) year.
- g) Annual report (Cogswell)
 - i) Cogswell traditionally creates an annual report describing AZSITE activities to submit to the offices of the Governor, and speaker of the House and Senate and asks that any contributions from the board would be appreciated.
- h) AZSITE MOU status update (Cogswell)
 - i) Pitezal informed Watson that all signatures have been received on the currently approved (by board at last meeting) MOU with the exception of SHPO.
 - ii) Cogswell was not aware why that was the case, but will inquire.

Next meeting will be held;
Suggested for September.
Location: UA, Tucson

Motion to adjourn by Hays-Gilpin; second by Simon.

Adjourned at 12:45pm

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**Memorandum of Understanding among
Arizona State Parks and Trails,
Arizona Board of Regents, and
Museum of Northern Arizona for
Continuing Management, Operation, and Maintenance of AZSITE**

I. Parties to the Memorandum of Understanding and Continuation of AZSITE

- A. This Memorandum of Understanding (MOU) is made and entered into among:
1. the Arizona State Parks Board, DBA Arizona State Parks and Trails (ASPT);
 2. the Arizona Board of Regents on behalf of the University of Arizona (UA);
 3. the Arizona Board of Regents on behalf of Arizona State University (ASU); and
 4. the Museum of Northern Arizona (MNA), a non-profit institution.
- B. ASPT, UA, ASU, and MNA are individually or collectively identified as a “Party” or “Parties” to this MOU.
- C. This MOU replaces Interagency Service Agreement PR07-032 between the Arizona State Parks Board and the Arizona Board of Regents.

II. Background Information on AZSITE and the AZSITE Consortium

- A. The Parties originally joined to consolidate inventories of archaeological and historical properties in Arizona into one statewide database and geographic information system (GIS) called AZSITE (Project).
- B. The Parties initiated and completed Part I and II of the Project to create the statewide database and GIS (Interagency Service Agreement 96-145).
- C. The Parties completed Part III of the Project that included testing and deployment of AZSITE (Interagency Service Agreement 99-138).
- D. Part IV of the Project includes:
1. ongoing maintenance of AZSITE;
 2. upgrades to AZSITE;
 3. continued entry of legacy and new data into AZSITE; and
 4. solicitation of user input through AZSITE meetings and user groups (Interagency Service Agreement PR07-032).
- E. Arizona Executive Order 2006-03 authorizes the AZSITE Consortium (Consortium) as the decision and planning body within the Executive Branch for AZSITE.

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- F. The Consortium is composed of an Executive Management Board (Board) and a standing advisory committee (Committee) that assists the Board in issues related to the management, access, security, content, and delivery of information in AZSITE.
- G. The Board includes the following members or their designees:
1. the State Historic Preservation Officer, ASPT;
 2. the Director of the Arizona State Museum (ASM), UA;
 3. the Director of the School of Human Evolution and Social Change (SHESC), ASU; and
 4. the Director of MNA.
- H. The Committee shall be appointed by and serve at the pleasure of the Governor and may include representatives from each of the following:
1. the Governor's Office,
 2. a state agency,
 3. a federal agency with an Arizona presence,
 4. a tribal preservation office, and
 5. a private cultural resource consulting firm.
- I. The Chair of the Board rotates among the Parties annually and has the following responsibilities:
1. determining dates for, organizing, and announcing all Board, Committee and user meetings in compliance with Arizona public meetings law (A.R.S. §§38-431 to 38-431.09);
 2. ensuring that the AZSITE website is updated to include public meeting announcements, agendas, and minutes; and
 3. encouraging participation and membership in the Committee.
- J. The Board established the position of Vice-chair, which shall fulfill Chair responsibilities in the absence of the Chair, and shall succeed the Chair as Chair in the annual rotation among the Parties as in Section II(I).

III. Party Rights and Collective Responsibilities

- A. Each of the Parties shall have free access to AZSITE for continuing management, operation, and maintenance of AZSITE.

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- B. Each Party shall contribute data from its institutional files to AZSITE with funding for ASM to process and enter such data into AZSITE.
- C. The Parties shall cooperatively determine AZSITE user fees and payments to cover the cost of managing, operating, and maintaining AZSITE.
- D. The Consortium shall cooperatively seek funding to support AZSITE, which includes but is not limited to management, operation, and maintenance.
- E. The Consortium shall cooperatively solicit user input through Board meetings and user groups.
- F. The Consortium cooperatively, and in cooperation with entities on whose behalf subsets of AZSITE are managed (e.g., Bureau of Land Management), shall maintain quality and security of AZSITE according to professional standards and applicable state, federal, and tribal laws.

IV. Individual Party Responsibilities

A. Definitions

- 1. SHPO Designee means an archaeologist in the State Historic Preservation Office (SHPO) that is appointed by the State Historic Preservation Officer to serve as ASPT's representative on the Board.
- 2. ASM Designee means an archaeologist in the ASM that is appointed by the ASM director to serve as UA's representative on the Board.
- 3. AZSITE Manager means an archaeologist and GIS technician employed in the ASM.
- 4. ASU Designee means an archaeologist in the SHESC that is appointed by the SHESC director to serve as ASU's representative on the Board.
- 5. ASU Specialist means a GIS specialist employed by ASU.
- 6. MNA Designee means an archaeologist in the MNA that is appointed by the MNA director to serve as MNA's representative on the Board.

B. ASPT Responsibilities

- 1. The SHPO Designee shall participate in Board and user meetings.
- 2. The SHPO Designee shall review requests for access to AZSITE.
- 3. The SHPO Designee shall approve or deny requests for access to AZSITE.
- 4. The SHPO Designee shall inform the AZSITE Manager and ASU Specialist of approved requests for access to AZSITE.

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5. The SHPO Designee shall provide determinations of eligibility for the Arizona and National Registers of Historic Places to the AZSITE Manager for inclusion in AZSITE.
6. The SHPO Designee shall prepare and submit annual reports to the Governor's Office;
7. The SHPO Designee shall ensure that annual reports are included on the AZSITE website;
8. The SHPO shall notify each Party if the SHPO Designee is reassigned and shall provide the name and contact information of the replacement.

C. UA Responsibilities

1. The ASM Designee shall participate in Board and user meetings.
2. The ASM Designee shall provide an AZSITE financial statement at each Board meeting.
3. The ASM shall collect AZSITE user fees and payments.
4. The ASM shall expend funds from AZSITE user fees and payments for continuing AZSITE management, operation, and maintenance.
5. The ASM may distribute residual funds from AZSITE user fees to the Parties for AZSITE management, operation, and maintenance.
6. The ASM shall process submissions of data intended for inclusion in AZSITE.
7. The AZSITE Manager shall participate in Board and user meetings but is not a voting member of the Board.
8. The AZSITE Manager shall oversee day-to-day quality assurance and quality control of AZSITE data to ensure accuracy of spatial and attribute information.
9. The AZSITE Manager shall maintain a current email list with a point of contact for each AZSITE user account.
10. The ASM shall notify each Party if the ASM Designee or the AZSITE Manager is reassigned and shall provide the name(s) and contact information of the replacement(s).

D. ASU Responsibilities

1. The ASU Designee shall participate in Board and user meetings.
2. ASU shall host the AZSITE website.
3. The ASU Specialist shall be responsible for assisting SHPO-approved AZSITE users with connectivity to AZSITE.
4. The ASU Specialist shall seek and recommend to the Consortium improvements to AZSITE user applications and interfaces.
5. The ASU Specialist shall perform the technical operations needed for the development of AZSITE user applications and interfaces.

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6. The SHESC shall notify each Party if the ASU Designee or ASU Specialist is reassigned and shall provide the name(s) and contact information of the replacement(s).

E. MNA Responsibilities

1. The MNA Designee shall participate in Board and user meetings.
2. MNA shall notify each Party if the MNA Designee is reassigned and shall provide the name and contact information of the replacement.

V. Disposition of Property

- A. Each Party shall comply with proprietary rights regarding data submitted to and included in AZSITE.
- B. All equipment that is necessary for the continued management, operation, and maintenance of AZSITE and that is purchased with funds designated for AZSITE shall remain in use for AZSITE for the life or functionality of the equipment. All equipment shall remain the property of any Party remaining if one or more Party(ies) withdraws from this MOU.

VI. General Terms and Conditions

A. Conflict of Interest

This MOU is subject to cancellation by the State under A.R.S. §38-511 if any person significantly involved in the MOU on behalf of the State is an employee or consultant of the contractor at any time while the MOU or any extension of the MOU is in effect.

B. Non-availability of Funds

This MOU shall be subject to available funding, and nothing in this MOU shall bind the Parties to expenditures in excess of funds appropriated and allocated for the purposes outlined in this MOU.

C. Records

The Parties agree that this MOU does not involve the furnishing of goods, equipment, labor, materials, or services to the State of Arizona or any of its agencies, boards, commissions, or departments, and therefore that A.R.S. §§35-214 and 35-215 do not apply.

D. Arbitration

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The Parties agree to utilize any non-binding arbitration that is required under applicable court rules.

E. Non-discrimination

In accordance with A.R.S. §41-1461, the Parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability, or political affiliation. The Parties shall comply with the Americans with Disabilities Act.

F. Arizona Law

This MOU shall be governed by and construed in accordance with the laws of the State of Arizona.

VII. Modification

All modifications to this MOU shall be in writing and signed by authorized officials from all Parties. Modification includes other party agreements and contracts pertaining to the Consortium or AZSITE, or both.

VIII. Duration and Renewal

A. The duration of this MOU shall be five years, commencing on the date of the last signature to this MOU, and shall be renewed automatically for additional five-year increments after the Board has reviewed and approved this MOA at least 90 calendar days in advance of the expiration of this MOU.

B. Any Party with the intent of renegotiating or withdrawing from this MOU shall notify the other Parties in writing of such intent at least 90 calendar days in advance of the expiration of this MOU.

IX. Signature Authority

A. By signing below, the signer certifies the authority to enter into this MOU, has read the foregoing, and agrees to accept the provisions herein.

B. This MOU may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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Signatures

Arizona State Parks and Trails

Print Name

Signature

Title

Date

University of Arizona

Print Name

Signature

Title

Date

Arizona State University

Print Name

Signature

Title

Date

Museum of Northern Arizona

Print Name

Signature

Title

Date