

## **STATEMENT OF OBJECTIVES**

### **Cultural Resources On-Site Technical Support U.S. Army Garrison, Hawaii on the Islands of Oahu and Hawaii**

Article III, (D) of the following Cooperative Ecosystems Studies Units (CESU)  
Gulf Coast, Hawaii-Pacific, Rocky Mountains, Desert Southwest, and or Colorado Plateau

20 May 2021

#### **1.0 PURPOSE**

- 1.1 The Environmental Division in the Directorate of Public Works of the U.S. Army Garrison, Hawaii (USAG-HI) ensures military mission activities at Army installations on the Islands of Oahu and Hawaii are conducted in compliance with all applicable environmental laws, regulations, and policies. The USAG-HI Cultural Resources Program is part of the Environmental Division. The goal of the Cultural Resources Program is to develop and implement procedures to protect against encumbrances to mission by effectively managing cultural resources at multiple USAG-HI installations in the State of Hawaii. The values of the USAG-HI Cultural Resources Program are dedication, integrity, reliability, and teamwork.
- 1.2 The USAG-HI Cultural Resources Program is comprised of two geographically separated sections: one at Schofield Barracks on the Island of Oahu and one at Pohakuloa Training Area on the Island of Hawaii. Each Cultural Resource section is controlled by a U.S. Army civilian Cultural Resources Manager (CRM) who has been delegated that authority by the Garrison Commander. The CRMs shall retain administrative and decision-making authority regarding all aspects of USAG-HI cultural resources management pursuant to that delegation.
- 1.3 The purpose of the Cooperative Ecosystem Studies Unit (CESU) Network Memorandum of Understanding (MOU) is long-term interagency cooperation with an emphasis on quality public service, mutually beneficial partnerships, scientific and scholarly integrity, and efficient and effective use of public resources. Article II B of the 2017-2023 CESU Network MOU states that the mission of the CESU Network is to promote, conduct, and provide research, studies, assessments, monitoring, technical assistance, and educational services nationwide in support of the missions of the participating federal agencies and their partners concerning natural and cultural resource management and management of public trust resources. To achieve this mission, each CESU project is conducted cooperatively and with substantial involvement by and benefits to federal and non-federal partners.
- 1.4 The goals of this cooperative agreement are twofold. This agreement will provide critical support for all aspects of cultural resources management conducted by the USAG-HI Cultural Resources Sections on Oahu and Hawaii Islands in accordance with the missions of the Department of Defense (DoD) and the CESU Network through implementation of cultural resources program requirements identified by the USAG-HI CRMs. Additionally, this agreement will be to enable a non-federal partner and their staff to gain valuable, wide-ranging experience from working side-by-side with a variety of federal historic preservation specialists in a fast-paced, complicated, and challenging cultural and regulatory environment.
- 1.5 In concurrence with the above stated missions and goals, the recipient/cooperator

(Cooperator) agrees to provide the necessary personnel, equipment, supplies, and materials to conduct comprehensive on-site support for all aspects of the USAG-HI Cultural Resources Program as directed by the USAG-HI CRMs on the Islands of Oahu and Hawaii.

- 1.6 This support work will require the Cooperator to provide multiple on-site support staff both at Schofield Barracks on the Island of Oahu and at the Pōhakuloa Training Area on Hawaii Island. USAG-HI expects that between five and ten full-time equivalent on-site staff will be required on each island depending on available skill-sets and program needs. Additional staff may be necessary to fulfill program requirements as funding allows.
- 1.7 In general, work will include a combination of office and field activities and may involve identifying, documenting, monitoring, and protecting of cultural resources, preparing information and analysis in compliance with the National Historic Preservation Act and other historic preservation and environmental laws, managing cultural resources artifacts and records and geographic information, participating in historical research efforts, preparing and distributing material and assisting with consultation efforts, implementing treatment measures, developing and presenting of outreach material, and facilitating safe public access to cultural resources.
- 1.8 Field work may be physically strenuous and will frequently be conducted in areas with unexploded ordnance (UXO) and other hazards. The U.S. Army will provide required UXO awareness training to Cooperator staff prior to authorizing work in UXO hazard areas.
- 1.9 Travel between islands may occasionally be authorized by the USAG-HI CRMs in order to provide additional, temporary, on-site support as needed to meet program goals and priorities. Most support work will be conducted during normal business hours. Certain tasks may require occasional support on weekends, holidays, early mornings, or late evening and could extend beyond 40 hours per week, requiring overtime pay.

## **2.0 AUTHORITY**

- 2.1 Article IV.G of the 2017-2023 CESU MOU enables the DoD to enter into cooperative agreements for the preservation, management, maintenance, and improvement of cultural resources in accordance with 10 U.S.C. § 2684.
- 2.2 A memorandum of understanding between the U.S. Army Corps of Engineers (USACE) Fort Worth District and the DoD Office of the Deputy Under Secretary of Defense, Installations and Environment executed in 2010 authorizes USACE to provide contractual support to military installations using the CESU Network cooperative agreements in accordance with 10 U.S.C § 2684.
- 2.3 Pursuant to 10 U.S.C. § 2684, a cooperative agreement may be used for preservation, management, maintenance, and improvement of cultural resources on military installations including Federal historic preservation responsibilities pursuant to the National Historic Preservation Act (NHPA) (54 U.S.C. 3020101 et seq.), the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001 et seq.), the Archaeological Resources Protection Act (ARPA) (16 U.S.C. 470 aa-mm.), archaeological collections covered by 36 CFR Part 79, and other associated laws, regulations, and policies that incorporate the above referenced authorities, such as the National Environmental Policy Act

(NEPA) (42 U.S.C. 4321 et seq.), the Hawaii Environmental Policy Act (HEPA) Hawaii Historic Preservation Laws in Chapter 6-E of the Hawaii Revised Statutes (HRS 6-E), applicable Department of Defense and U.S. Army Regulations and policies (including AR 200-1), the USAG-HI Integrated Cultural Resources Management Plans (ICRMPs), and other legal agreement documents executed by the U.S. Army and Department of Defense. As specified by statute [10 U.S.C 2684(c)], the requirements of 31 U.S.C. Chapter 63 are not applicable to this agreement.

2.2 To achieve the stated missions of the CESU Network and the DoD, substantial involvement is expected between the DoD (hence USAG-HI) and the Cooperator when carrying out the activity contemplated by this cooperative agreement, including but not limited to the following:

- USAG-HI will provide administrative assistance as appropriate and necessary to execute this Agreement and subsequent modifications.
- USAG-HI will actively participate and collaborate in carrying out the tasks of this agreement. Cooperator staff are expected to work directly with Federal staff to accomplish mission goals and objectives.
- USAG-HI CRMs will provide applicable methodological procedures and standards for studies, data gathering, analysis and report writing and will be involved in the development, approval, and implementation of new procedures and standards if required.
- USAG-HI will review and approve activities conducted and products created under this agreement to ensure they meet applicable program standards, priorities, and requirements.
- USAG-HI CRMs will review and approve Cooperator position descriptions and staff selections, help train Cooperator staff on program-specific procedures,
- USAG-HI CRMs and the Cooperator will regularly review and discuss Cooperator staff progress and performance under the objectives.
- USAG-HI will coordinate activities and facilitate program access with other installation entities such as Range Division.
- USAG-HI incurs in-kind or direct expenditure in carrying out the activities specified in this agreement. Examples include but are not limited to the following:
  - Providing office space and supplies as available
  - Providing data and reference material related to the objectives and tasks.
  - Providing specific training required to access or work on USAG-HI installations.
  - Providing computers and access to Government computer networks when feasible and necessary.
  - Providing staff time to work on the objectives and tasks with the Cooperator and review Cooperator products.
  - Closely monitoring performance of objectives under the agreement.
  - Allowing Cooperator staff to operate Government-owned vehicles pursuant to applicable laws, regulations, and policies.

### **3.0 DESCRIPTION OF OBJECTIVES**

3.1 The objectives of this agreement are to provide on-site technical support for all aspects of the USAG-HI Cultural Resources Management program as specified by the USAG-HI CRMs

and to provide opportunities for Cooperator staff to gain experience from working with federal historic preservation specialists in a diverse and challenging military cultural resources program. Cooperator staff shall integrate with the USAG-HI Cultural Resources Program and staff. Successful performance of the objectives will require the Cooperator to provide a suite of on-site staff at two geographically separate locations: Schofield Barracks on the Island of Oahu and Pohakuloa Training Area on the Island of Hawaii. Requirements for specific levels of staffing and qualifications may differ between locations depending on mission and program needs and will be determined by the USAG-HI CRMs. The objectives are subdivided into eight mandatory tasks and two optional tasks. Tasks are not mutually exclusive and Cooperator staff are expected to participate in support of all base tasks. Certain base tasks may benefit from the assignment of a designated Cooperator staff specialist with specific skill sets, such as architectural historian, archaeologist, curator, and archivist.

### 3.2 Task 1 (**MANDATORY**): *Cultural Resources Identification and Documentation Support.*

Pursuant to program priorities and at the direction of the USAG-HI CRMs, conduct identification and documentation of cultural resources in support of USAG-HI Cultural Resource Program requirements at the direction of the USAG-HI CRMs. Examples of identification and documentation include surveying, investigating, inspecting, testing, excavating, recording, mapping, and reporting all types of cultural resources. Cultural resources include historic properties as defined by NHPA (districts, buildings, structures, sites, and objects), cultural items as defined by NAGPRA, and archaeological resources as defined by ARPA. USAG-HI anticipates that 25-50 cultural resources may be identified and documented each year. Identification and documentation efforts shall conform to USAG-HI Cultural Resource Program standards as specified in the ICRMP, agreement document and other program guidance. Identification efforts may include: background research, file and archive searches; ethnographic studies; various types of archaeological and architectural surveys, testing, sampling, screening, and analysis; description and documentation of sites, buildings, structures, districts, objects and other cultural resources; any other work effort designed to identify and document whether cultural resources are present within a defined area; compile accurate and reliable descriptions of cultural resources, and distribute documentation of cultural resources to consulting parties and other individuals and organizations as required by the USAG-HI CRMs.

### 3.3 Task 2 (**MANDATORY**) *National Historic Preservation Act Compliance Support*

Pursuant to program priorities and at the direction of the USAG-HI CRMs review approximately 200 proposed undertakings per year and conduct background research and compile sufficient information to conduct National Register evaluations and make professional recommendations on eligibility and effect to the USAG-HI CRMs in accordance with program requirements and applicable regulations, policies, and agreement documents. Write, prepare, assemble, and distribute approximately 25-50 NHPA compliance documentation as directed by the USAG-HI CRMs. Implement subsequent Section 106 requirements and mitigation commitments involving variety of office and field work. Attend and participate in approximately 10-20 applicable meetings, work groups, and briefings as directed by the USAG- HI CRMs. Support and assist USAG-HI CRM and Cultural Resources Staff in implementing quality assurance plans for external contracts, including conducting field-checks and reviewing deliverables in accordance with applicable contract

requirements. USAG-HI CRMs will make all final determinations and findings and accept or reject recommendations as appropriate.

3.4 Task 3 **(MANDATORY)** *Cultural Resources Compliance Support for Other Applicable Authorities*

Pursuant to program priorities and at the direction of the USAG-HI CRMs, provide project and document reviews, conduct background research, provide professional input and analysis, develop documentation, maps and other information required for cultural resource compliance with other applicable federal and state historic preservation and environmental laws, including but not limited to NAGPRA, ARPA, NEPA, HEPA, HRS- 6E, etc. Write, prepare, assemble, and distribute approximately 10-20 applicable compliance documentation as directed by the USAG-HI CRMs. Support execution and implementation of court-ordered settlement agreements and other compliance requirements, regulations, policies, and agreements. Attend and participate in applicable meetings, work groups, and briefings as directed by the USAG-HI CRMs. Provide safe escort for community members visiting cultural sites on Army land as directed by the USAG-HI CRMs.

3.5 Task 4 **(MANDATORY)**: *Cultural Resources Monitoring and Protection Support*

Pursuant to program priorities and at the direction of the USAG-HI CRMs, conduct periodic inspections and create updated documentation of an estimated 50-100 known cultural resources selected by the USAG-HI CRMs in support of programmatic agreements and other program requirements, regulations, and policies. Monitor approximately 5-10 ongoing projects and the condition of any associated cultural resources and report on the results, including any observed changes. Implement and monitor site protection measures on a weekly or biweekly basis, including but not limited to placing Seibert Stakes, warning signs, roped guide ways, fencing, sandbags, or other measures as specified by the USAG-HI CRMs and create records of completed work, including memos, reports, geospatial data and maps as applicable.

3.6 Task 5 **(MANDATORY)**: *Cultural Resources Outreach and Consultation Support*

Pursuant to program priorities and at the direction of the USAG-HI CRMs, develop, prepare, and present information and interpretation products to a wide variety of audiences, primarily Army Soldiers, Families, and Civilians, consulting parties, other state and federal partners, and members of the general public. Products may include briefings, presentations, posters, brochures, maps, signs, and other display products as directed by the USAG-HI CRMs. Coordinate with the USAG-HI CRMs, Cultural Resources Section staff, and Public Affairs Office as appropriate. Participate in outreach events and provide informational briefings to educate Soldiers, Civilians, Families, and visitors about cultural resources managed by the USAG-HI. Prepare and distribute consultation material. Attend and provide support for between 14 and 20 weekend cultural access events and approximately 10 evening consultation events with Native Hawaiian groups and other organizations, agencies and individuals, including preparing information and taking notes as directed by the USAG-HI CRMs.

3.7 Task 6 **(MANDATORY)**: *Cultural Resource Records Management Support*

Pursuant to program priorities and at the direction of the USAG-HI CRMs, update, maintain, and manage the existing physical and digital libraries and archives of cultural resource and associated projects (approximately 300 linear feet of hard copy files), including records of survey and identification efforts, records of sites, buildings, structures, districts, objects, NAGPRA records, photographs, maps, drawing, plans, and other documents related to cultural resources management. Digitize records and organize digital files as directed by the USAG-HI CRMs. Implement federal recordkeeping requirements at the direction of the USAG-HI CRMs and in accordance with Army Regulation 25-400-2, The Army Records Information Management System. Develop and implement appropriate systems and procedures to organize and facilitate efficient and effective use of archives and records. Promptly respond to quarterly and annual data calls and occasional requests for information about cultural resource record from other cultural resources staff in support of program requirements. Identify, mark, and protect controlled unclassified information. Facilitate use of records by other U.S. Army units and qualified personnel as directed by the USAG-HI CRMs.

### 3.8 Task 7 (**MANDATORY**): *Collections Curation Management Support*

Pursuant to program priorities and at the direction of the USAG-HI CRMs, support comprehensive management of curation facilities, artifacts, and associated records (approximately 400 cubic feet of collections) at the direction of the USAG-HI CRMs in accordance with the federal curation standards specified in 36 CFR 79. Clean, analyze, document, and cataloging between 50 and 100 artifacts per year as necessary and accession/deaccession as directed by the USAG-HI CRMs. Assist with maintaining clean, climate-controlled, and pest-free curation environment. Maintain and update accession and inventory records, periodic inspection reports, security plans, emergency plans, and other documentation specified by 36 CFR 79 and required by the USAG-HI CRMs. Promptly respond to data calls and request for information about curated material from other cultural resources staff in support of program requirements. Facilitate use of curated materials by qualified personnel as directed by the USAG-HI CRMs.

### 3.9 Task 8 (**OPTIONAL**): *Cultural Resources Geographic Information System (GIS) Support*

Pursuant to program priorities and at the direction of the USAG-HI CRMs As needed to support the program and at the direction of the USAG-HI CRMs, maintain and update an ESRI-compatible geodatabase for all known cultural resources that meets U.S. Army spatial data standards and security requirements. Ensure data and metadata is complete and accurate. Incorporate new information about previously unrecorded cultural resources as it is obtained. The spatial data must conform to current U.S Army spatial data standards for facilities, infrastructure, and environment (SDSFIE). Respond to data calls from the U.S. Army and integrate with the Directorate of Public Works GIS program. Export and share shape files, geodatabases, and map packages as required for program support by the USAG-HI CRMs. Produce digital or physical maps as requested to support program requirements. Identify, mark, and protect controlled unclassified information. This option may be exercised to provide one support staff person on Hawaii Island and/or Oahu, depending on funding and program needs.

### 3.10 Task 9 (**OPTIONAL**): *Special Projects Support*

Pursuant to program priorities and at the direction of the USAG-HI CRMs Specific cultural resource projects or tasks limited in scope and/or duration that involve special techniques or may require temporary employment or subcontracting for certain products, skill sets, and expertise including but not limited to ethnographic studies, osteological analysis, archaeological sampling, data recovery, geophysical studies, radiocarbon dating, species identification, pollen and other micro-analysis, digitizing and geo-referencing projects, LIDAR, videography, photogrammetry, aerial imagery, etc. Attend applicable meetings, work groups, and briefings as directed by the USAG-HI CRMs. Prepare and present results as specified by project plans. Special projects, and related hiring or subcontracting, may only be implemented with the approval of the USAG-HI CRMs and based on availability of funding.

#### **4.0 STAFFING**

- 4.1 The Cooperator shall provide sufficient staff at Schofield Barracks on the Island of Oahu and at Pohakuloa Training Area on the Island of Hawaii to meet the objectives. All Cooperator staff working on cooperative agreement tasks are expected to work on-site. Off-site work or telework does not fulfil the objectives of the agreement and is generally not permitted, but may be allowed by the CRMs in order to accomplish specific tasks or requirements on a limited basis, such as online training etc.
- 4.2 Multiple cultural resource specialists and technicians with a variety of professional competencies and skill levels will be required to successfully meet the objectives and perform the tasks under this cooperative agreement. Examples of related cultural resource positions include archaeologists, historians, historic architects, curators, archivists, geographic information technicians, etc. The best qualified candidates will ideally have cross-functional or interdisciplinary cultural resource management knowledge and skills, with experience in application of cultural resource law
- 4.3 USAG-HI anticipates that successful completion of the tasks will require a between eight (8) and twelve (12) on-site support staff at Schofield Barracks and between six (6) and ten (10) on-site support staff at Pohakuloa Training Area depending on available funding and program needs identified by the CRMs.

#### **5.0 QUALIFICATIONS**

- 5.1 The Cooperator shall provide at least one supervisory staff member on the Island of Oahu and one supervisory staff member on the Island of Hawaii who meets the Secretary of the Interior's Archaeology and Historic Preservation Professional Qualifications Standards (36 CFR Appendix A to Part 61), has a minimum of one year of supervisory experience, and who will provide on-site administrative supervision of Cooperator staff.
- 5.2 Archeologists at the specialist level must have successfully completed a course of study at an accredited college or university leading to a bachelor's or higher degree that included a major field of study in archaeology, anthropology, history, or a related field.
- 5.3 Historians and architectural historians at the specialist level must have successfully completed a course of study at an accredited college or university leading to a bachelor's or

higher degree in architectural history, art history, historic preservation, or a related field, with coursework in American architectural history.

- 5.4 Archaeologists and historians who have not completed a bachelor's degree or higher in their respective discipline may qualify with a combination of education and experience or may be hired at a technician level to gain additional experience.
- 5.5 Other Cooperator staff hired for specific program support objectives tasks shall have the education experience applicable and appropriate to the task, ideally with combination of skills and experience to assist with multiple tasks.
- 5.6 Cooperator staff required to conduct field work on training ranges and other remote areas should have first aid and CPR training and may be required to obtain current Hazardous Waste Operations and Emergency Training certification. HAZWOPER requirements will be based on the US Army's deliberative risk assessment and standard operating procedures.

## **6.0 CONSIDERATIONS**

- 6.1 The Cooperator and their staff shall acknowledge and accept the mission of the DoD and the Army and shall support the mission through execution of this agreement.
- 6.2 The Cooperator and their staff shall integrate with, effectively communicate with, and work closely with USAG-HI CRMs and Cultural Resources Program staff to accomplish agreement task in support of USAG-HI Cultural Resource Program priorities, standards, and goals.
- 6.3 Development of position descriptions and selection of on-site Cooperator staff shall be coordinated with and approved by the USAG-HI CRMs.
- 6.4 The Cooperator and their staff shall conduct all tasks in a safe manner and shall follow all USAG-HI deliberate risk assessments and other applicable Army and DoD safety rules, regulations, policies, and procedures.
- 6.5 The Cooperator and their staff shall follow all USAG-HI Command Policies and Publications applicable to contractors working at USAG-HI installations. Command Policies and Publications are available on the USAG-HI website.
- 6.6 Field work may be physically strenuous and will often be conducted in areas with UXO, depleted uranium, and other hazards. The U.S. Army will provide required UXO awareness and radiological awareness training to Cooperator staff and shall review applicable risk assessments with Cooperator staff prior to authorizing work in hazardous areas.
- 6.7 Cooperator staff shall receive required annual training from USAG-HI including depending on the assigned tasks. Training may include, but is not limited to: threat awareness and reporting, anti-terrorism, controlled unclassified information, operations security, information security, and cyber security. USAG-HI may require additional



trainings at any time.

- 6.8 Detailed descriptions, formats, and standards for required task products and deliverable shall be finalized after the cooperative agreement award.
- 6.9 All analysis, data, reports, documents, photographs, maps, presentations, briefings, and other products created pursuant to the tasks of this agreement shall remain the property of USAG-HI.
- 6.10 All plans, reports and other products and deliverables shall be submitted in draft form for review by USAG-HI CRMs and staff, and revisions shall be made at the direction of the USAG-HI CRMs to meet the needs and requirements of the USAG-HI Cultural Resources Program. Format and content detail should be agreed upon prior to draft report development.
- 6.11 Duty hours for USAG-HI Cultural Resources Program are generally eight hours per day with a 30-minute for lunch break, usually 0700 to 1530. Alternative daily duty hours may be negotiated for Cooperator staff after award, based on program needs, task priorities, and U.S. Army policy at the discretion of the USAG-HI CRMs.
- 6.12 It is important that Cooperator staff and USAG-HI Cultural Resources Program staff follow similar schedules in order to work together to accomplish project tasks. USAG-HI adheres to the federal holiday schedule and the Cooperator shall follow the same schedule. If the Cooperator is following the federal holiday schedule and USAG-HI Cultural Resource Program staff are given an early dismissal by a Commander as mission allows, the CRMs may extend that early dismissal to Cooperator staff, as mission allows.
- 6.13 Most support work will be conducted during normal business hours, but certain tasks may require long hours, weekend, early morning, or late evening support that could exceed 40 hours per week. Schedule adjustments or overtime pay may be required to accommodate consultation, cultural access, and other events on weekends, federal holidays, or outside of standard duty hours
- 6.14 Occasional short-term travel between islands may be authorized by the USAG-HI CRMs in order to provide specific on-site task support. Any such travel will be coordinated between the USAG-HI CRMs and the Cooperator.
- 6.15 The Cooperator may not sub-award the base tasks or sub-contract support of the base tasks unless specifically approved by the USAG-HI CRMs. Any such contemplated sub-awards or sub-contracts must be presented to the USAG-HI CRMs with a plan identifying scope, authorities, direct and indirect costs, supervisory control, qualifications, deliverables, and any other stipulations appropriate to the terms of this agreement.

## **7.0 GOVERNMENT FURNISHED MATERIALS**

- 7.1 USAG-HI will provide office space, telephone and facilities at Schofield Barracks on the Island of Oahu and Pohakuloa Training Area on Hawaii Island.

- 7.2 USAG-HI will provide government computers and associated access to government networks as available and necessary to support objectives of the agreement. Government computer network access may be limited and may not be available to all Cooperator staff. The Cooperator should plan to provide computers and cellular internet access to supplement limited available of Army network computers, adhering to the requirements for storing and safeguarding controlled unclassified information specified in Section 7.
- 7.3 USAG-HI will provide two-way radios for communication when working on USAG-HI ranges.
- 7.4 USAG-HI will provide UXO escorts to meet safety requirements as specified in the USAG-HI risk assessment.
- 7.5 USAG-HI will provide access to information and data necessary to complete the objectives, including GIS data, archival material, records, reports, library volumes, and other relevant information.
- 7.6 USAG-HI shall authorize Cooperator staff to operate government-owned vehicles once proof of liability insurance for operation of such vehicles is provided by the Cooperator. Use of government-owned vehicles is limited to official use only, pursuant to GSA and USAG-HI policies and regulations. Cooperator should anticipate the need to procure one or more privately-owned vehicles to support this agreement.

## **8.0 CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

- 8.1 CUI is information the U.S. Government creates or possesses, or that an entity creates or possesses for or on behalf of the U.S. Government, that a law, regulation, or Government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls.
- 8.2 As required to implement program goals and effectively manage cultural resources, the USAG-HI Cultural Resources Program routinely creates, marks, uses, stores, controls, shares, protects, disseminates, and disposes of CUI pursuant to Department of Defense Instruction (DODI) 5200.48.
- 8.3 In order to successfully implement the lawful purposes and objectives of this agreement, USAG-HI CRMs shall give the Cooperator access to appropriate CUI. The Cooperator agrees to receive training on CUI, handle and protect CUI in accordance with DODI 5200.48, and participate in creating, marking, using, storing, controlling, sharing, protecting, disseminating and disposing of CUI in accordance with the DODI with guidance from the USAG-HI CRMs and appropriate U.S. Army or DoD information security programs.
- 8.4 All information, data, and material recovered, developed, gathered, assembled, used, or reproduced by the Cooperator or their associates in the fulfillment of this agreement shall be considered CUI unless otherwise determined by USAG-HI. All CUI shall remain in the custody of the USAG-HI (or the applicable land owner) and

shall not be used by the Cooperator or their associates for any purpose, nor released, shared, or distributed outside of the DoD without the written consent of the USAG-HI Cultural Resource Manager and Public Affairs Office.

- 8.5 The Cooperator shall ensure that any non-DoD information system used in support of this agreement to process, store, or transmit CUI is safeguarded in accordance with DODI 5200.48 Section 5.
- 8.6 This cooperative agreement does not require or allow use of classified information. Aggregation of information under this cooperative agreement will not result in potential classification of aggregated CUI.

## **9.0 PERIOD OF PERFORMANCE**

- 9.1 Base Period (Mandatory Tasks) will be for a 12-month period from the award of cooperative agreement.
- 9.2 Base Period (Optional Tasks) will be for a 12-month period from the award and shall be exercised prior to the award of Option 1 Period (Mandatory Tasks).
- 9.3 Option Period 1 (Mandatory Tasks) will be for a 12-month period from the award and shall be exercised prior to the expiration of Base Period (Mandatory Tasks).
- 9.4 Option Period 1 (Optional Tasks) will be for a 12-month period from the award and shall be exercised prior to the award of Option Period 2 (Mandatory Tasks).
- 9.5 Option Period 2 (Mandatory Tasks) will be for a 12-month period from the award and shall be exercised prior to expiration of Option Period 1 (Mandatory Tasks)
- 9.6 Option Period 2 (Optional Tasks) will be for a 12-month period from the award and shall be exercised prior to the award of Option Period 3 (Mandatory Tasks).
- 9.7 Option Period 3 (Mandatory Tasks) will be for a 12-month period from the award and shall be exercised prior to the expiration of Option Period 2 (Mandatory Tasks).
- 9.8 Option Period 3 (Optional Tasks) will be for a 12-month period from the award and shall be exercised prior to the award of Option Period 4 (Mandatory Tasks) .
- 9.9 Option Period 4 (Mandatory Tasks) will be for a 12-month period from the award and shall be exercised prior to expiration of Option Period 3 (Mandatory Tasks).
- 9.10 Option Period 4 (Optional Tasks) will be for a 12-month period from the award and shall be exercised prior to the expiration of Option Period 4 (Mandatory Tasks).

## **10.0 COORDINATION**

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**11.0 DELIVERABLES**

11.1 Kick-off meetings

The Cooperator shall participate in at least two kick-off meetings to review safety plans, develop, solidify, and implement hiring plans and work plans, and establish communication protocols and other standard operating procedures.

11.2 Monthly Progress Report

The Cooperator shall submit a monthly progress report in electronic format to the USAG-HI CRMs and USACE Grants Manager no later than ten (15) calendar days after the end of each month. Each monthly progress report shall summarize work accomplished by task, estimated hours and costs associated with each task, personnel actions/hiring status, and line item accounting of expenditures such as salaries, training costs, equipment, supplies, and maintenance costs, etc. Monthly progress reports will be used to support quarterly invoices for partial payment. No partial payment will be approved unless the government has received all required monthly progress reports.

11.3 Quarterly Conference Call

The Cooperator shall host a quarterly conference call with USAG-HI CRMs to review and discuss the status of the agreement, including the progress on the tasks and objectives, staffing or personnel issues, financial issues, safety issues, etc.

11.4 Annual Project Report

The Cooperator shall submit draft Annual Report in electronic format to the USAG-HI CRMs and USACE Grants Manager no later than thirty (30) calendar days after each period of performance. The report shall contain a section for each task identified in the SOO describing the work accomplished for each task. Reports and other work

products created during the year shall be listed and referenced in the annual report, but shall not be included with or incorporated into the annual report. The USAG-HI CRMs and USACE Grants Manager will review the draft report and provide comments to the Cooperator within thirty (30) calendar days of receipt of the draft annual report.

The Cooperator shall incorporate review comments on the draft annual project report from the USAG-HI CRMs and the USACE Grants Manager and submit a final annual project report no later than fifteen (15) calendar days after receipt of the comments from the USAG-HI CRMs and the USACE Grants Manager

#### 11.5 Annual Inventory of Federally Owned Property

The Cooperator shall submit an annual inventory listing Federal property in the custody of the Cooperator. The inventory record shall include description of the property, a serial number or other identification number. The Cooperator shall provide an electronic version of the inventory annually to USAG-HI CRMs and USACE Grants Manager.

#### 11.6 Annual Inventory of Property Purchased with Agreement Funding

The Cooperator shall maintain inventory records of property purchased with funds from this agreement. The inventory record shall include description of the property/equipment, serial number or other identification number, source of funding, who holds title, acquisition date, cost of property, location, use and condition of property, and ultimate disposition including date of disposal and sale price as applicable. The Cooperator shall provide an electronic version of the inventory annually to USAG-HI CRMs and USACE Grants Manager.

### **12.0 ADMINISTRATION**

12.1 This cooperative agreement may be administered through a CESU only upon mutual agreement and official authorization by both parties of the acceptance of the application of the CESU Network IDC rate (17.5%).

12.2 The resulting cooperative agreement will be subject to and Cooperator shall comply with 2 CFR 200.313 "Equipment", 200.314 "Supplies." There shall be no 200.315 "Intangible Property" created by this agreement.

[End of SOO]