

Agreement Number: BLM-OR-W000-1801  
Subject Function Codes: 1786, 8100 (P)

MEMORANDUM OF UNDERSTANDING  
AMONG  
The United States Department of the Interior  
Bureau of Land Management, San Juan Islands National Monument  
AND  
Orcas Island Historical Society & Museum  
AND  
Keepers of the Patos Light

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and among the Orcas Island Historical Society & Museum, hereinafter referred to as OIHM, the Keepers of the Patos Light, hereinafter referred to as KOPL, and the United State Department of the Interior, San Juan Islands National Monument, hereinafter referred to as BLM. Collectively the three signatories of this MOU will be known as the Cooperators.

I. PURPOSE:

This MOU is to formalize a cooperative relationship among OIHM, KOPL, and BLM for the purpose of the creation of a repository for information and artifacts relating to the history of Patos Island, to provide for the curation of those materials, and to support digital archives to facilitate developing and managing public stewardship opportunities on behalf of Patos Island Lighthouse National Register of Historic Places site, a site within the San Juan Islands National Monument, managed by the BLM.

II. AUTHORITY:

The BLM enters into this agreement pursuant to legal authority under Federal Land Policy Management Act of 1976, as amended, 43 U.S.C. 1701, et. seq., and Presidential Proclamation #8947 designating the San Juan Islands National Monument.

III. OBJECTIVE:

The objective of this MOU is to develop and share educational and research opportunities, exhibits, and outreach programs, and to curate items of significant Patos Island Lighthouse history and culture. Educational materials include but are not limited to actual and digital files, events, and publications. Research opportunities include but are not limited to documents such as the Patos and Lighthouse files in the Subjects files, photographs, including items digitized and indexed into the Past Perfect software program, and photographs, publications and artifacts

donated by KOPL. Exhibits include but are not limited to materials presentation at OIHM locations, physical and virtual, at the Patos Lighthouse, and at other venues. Educational events and outreach includes but are not limited to the generation and publication of researched articles such as History Nook, facilitation of public meetings such as the History Matinee, or other special opportunities to educate the public about the lighthouse, to docent programs to open the lighthouse to visitation, and to educate visitors on their opportunities to be involved in preserving and protecting the lighthouse and Patos Island, and our cooperative initiative toward that end.

#### IV. BENEFITS:

The partnership will assist the Cooperators in the preservation and organization of the historic records of Patos Island, its natural and cultural history. A designated repository in the San Juan Islands for Patos, along with the curation of information and non-federally owned artifacts will provide a benefit to all Cooperators and ensure protection and preservation of an invaluable and limited national resource. Activities to be undertaken through this agreement further the BLM's, OIHM's, and KOPL's missions by providing the following benefits:

1. The facilitation of public awareness of and stewardship for Patos Island Lighthouse on the National Register of Historic Places;
2. Enhanced ability for cooperative public outreach and education;
3. Enhanced opportunity for preservation of significant items of historical and cultural heritage;
4. Provision of a public institution for archiving oral histories on the theme;
5. Enhanced management of volunteer opportunities at OIHM and on Patos Island; and,
6. Enhanced awareness of opportunities to protect, conserve and restore Patos Island, a landscape of the San Juan Islands National Monument, and one of the Washington State San Juan Islands Marine Parks.

#### V. RESPONSIBILITIES OF THE PARTIES:

Joint Responsibilities of the BLM, OIHM, and KOPL. All Parties jointly agree to:

1. Work actively and collaboratively to pursue and achieve shared interests and goals as described within, and during the term of, this Agreement.
2. Jointly identify opportunities and projects of common interest of all Parties and determine how they will be funded and supported. The Parties shall meet, as necessary, to determine the roles and responsibilities and allocation of funds or other resources for each project. Each Party shall assign personnel, as necessary, to plan/design, produce, implement, or otherwise complete projects.



3. Participate in regular meetings to foster close coordination on Agreement implementation.
4. Communicate on a regular basis to discuss applicable site-related issues and projects and make timely decisions on matters necessary for proper implementation and administration of this Agreement.
5. Work in good faith to execute additional agreements, as necessary, to meet the mutual objectives of the parties.
6. Work jointly to encourage community engagement in shared stewardship and enjoyment of the Patos Island Lighthouse on BLM lands.
7. Meet annually to assess the effectiveness of the partnership as it relates to the purpose, mutual interests and goals, and roles and responsibilities outlined in this Agreement to ensure expectations are clear and realistic, and modify the Agreement accordingly when/if there are any significant changes to the scope of the partnership.
8. Take steps to avoid the appearance that either party represents the views of, or directs the management or decision-making process of the other. The Cooperators will maintain an evident and distinct separation between their organizational management activities.
9. Work together in good faith to resolve any differences, should they arise.
10. Ensure that OIHM and KOPL fundraising activities that involve games of chance (e.g., raffles for a fee, BINGO, door prizes for a fee) or that are associated with lobbying activities are not conducted on the BLM's behalf or on BLM-managed property, and do not express or imply involvement or endorsement of the BLM.
11. Work together to ensure that group or individual Volunteer Services Agreements are completed, as appropriate, for members acting as BLM volunteers, are signed by both parties, accurately describe the work and duties, and the specific location(s) of where the volunteers are performing at or in support of the Patos Island Lighthouse are reviewed and updated annually. The BLM reserves the right to determine what constitutes a volunteer activity that benefits the BLM.
12. Represent interests of the Cooperators in any form of media only following review and consent of the text.

13. Leave all presently extant materials that represent natural or cultural heritage of the setting intact on Patos Island, and encourage the public to do the same.

#### VI. BLM AGREES TO:

As consistent with its mission and purpose, the BLM agrees to:

- (1) Designate an employee as the BLM Liaison with the Cooperators, to work closely with and to provide regular and timely communication and coordination on all activities, programs, services and projects related to meeting the joint goals of the partnership.
- (2) Regularly attend Cooperator meetings and events and invite Cooperator board members to appropriate BLM planning meetings and events.
- (3) Provide an annual orientation to the Cooperators Board of Directors on the Department, BLM, divisions and site, facility or program goals, objectives, scope of operations, and the programs that play a role at the San Juan Islands National Monument.
- (4) Have no involvement in the Cooperators operation and administration including, but not limited to, serving on a Board of Directors; administering a Board of Directors and its employees; completing State and Federal nonprofit requirements, such as writing bylaws and applying for 501(c)3 status; attending board meetings that are focused on the operation and administration of the board and organization; and developing organizational documents.

#### OIHM AGREES TO:

- (1) Research, write and publish information related to Patos Island for the public enjoyment and education;
- (2) Digitize photographs of significant historical interest regarding Patos Island, its residents and visitors.
- (3) Selectively curate in the temperature and humidity controlled archival environment (with collections evaluation assistance from BLM and KOPL) items of significant historical and cultural value to the Patos Lighthouse that are not considered federal property.
- (4) Initiate, and/or, cooperate in public outreach and education regarding Patos Island Lighthouse, and maintain educational collections for that purpose.
- (5) Consider the opportunity to initiate, and/or, cooperate in the development of exhibits about the Patos Island Lighthouse.
- (6) Make the digital collections of Patos Lighthouse available to a broader public by uploading them to the Washington Rural Heritage, a website of the Washington State Library.



B. Agreement Modification: Modifications within the scope of this agreement shall be made by mutual consent of all parties, by the issuance of a written modification, signed and dated prior to any changes being performed.

C. Agreement Renewal: Each time the Agreement is up for its 5-year renewal, the Cooperators will meet to review, modify, and sign the Agreement.

D. Agreement Termination:

(1) Termination for Convenience: Each party reserves the right to terminate this Agreement, or any part thereof, at any time for any reason by giving advance written Notice of Termination to the other parties. Termination is effective 60 calendar days from the date of receipt of the Notice, or upon the termination date specified in the Notice, whichever is later.

(2) Termination for Breach: Each party may immediately terminate this Agreement for a material breach of this Agreement by either other party. If a breach occurs, this Agreement terminates upon the breaching party's receipt of a written Notice of Termination for Breach. The non-breaching party may, but is not required to, provide the breaching party with an opportunity to cure the breach by a date specified in a cure letter. If the breach is not cured to the satisfaction of the non-breaching party by the specified date, this Agreement will automatically terminate on that specified date.

(3) Disputes: The parties agree that if there is a dispute between them, the Cooperators will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.

E. Agreement Suspension: Suspension of the Agreement may occur if in the sole judgment of the BLM there is a violation of law or policy or risk to resources or public health and safety.

F. 501(c)(3) Nonprofit Status: OIHM and KOPL must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)(3) of Title 26 and under applicable State and Federal laws. This Agreement will automatically terminate if these organizations do not maintain nonprofit status.

## VIII. LIABILITY AND INDEMNIFICATION:

A. OIHM and KOPL must indemnify, save, and hold harmless the Department of the Interior, the BLM, and its agents and employees from and against any and all liabilities,

obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs, and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature arising out of acts or omissions of the OIHM and/or KOPL, its employees, volunteers, agents, and contractors (including any contractors' subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this Agreement.

B. OIHM and KOPL must promptly pay the BLM the full value of all damages to the lands or other property of the BLM caused by its employees, volunteers, agents, representatives, or contractors (including any contractors' subcontractors) or, as agreed to by the parties, must work to repair or replace the damaged lands or property.

C. OIHM and KOPL will cooperate with the BLM in the investigation of any claim that may be filed with the BLM because of the activities of its employees, volunteers, agents, representatives, or contractors (including any contractors' subcontractors).


#### IX. INSURANCE:

A. OIHM and KOPL should periodically consult with a qualified professional to determine insurance needs that are consistent with best practices in the nonprofit industry. However, where the BLM monument manager grants a Cooperator permission to conduct certain specialized activities such as managing the lighthouse docent program or conducting ham radio education programming on Patos Island the BLM monument manager may require that the Cooperator acquire appropriate insurance that is acceptable to the BLM before hosting the activity.

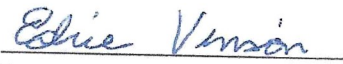
B. While performing work on behalf of the BLM under an approved Volunteer Services Agreement (Optional Form (OF) 301A), only individual volunteers, not OIHM and KOPL, are provided protection for tort claims under the Federal Tort Claims Act and injuries under the Federal Employees Compensation Act.

#### X. MISCELLANEOUS:

A. BLM Rules Govern: The rights and benefits conferred in this Agreement and other supplemental Agreements are subject to the laws, regulations, and rules that govern the BLM and its employees. The mention of specific restrictions, conditions, and stipulations in this Agreement and any supplemental agreements do not in any way impair the general powers of supervision, regulation, and control by the BLM.

Sign:   
Brittney Maruska  
President/Executive Director  
Orcas Island Historical Museums

Date: 4/15/18

Sign:   
Edrie Vinson  
President  
Keepers of the Patos Light

Date: April 15, 2018