# INFORMATION CENTER RULES OF OPERATION MANUAL

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The California Historical Resources Information System (CHRIS) operates as a repository of contributed information regarding historical resources in California; it is administered by the California Office of Historic Preservation, and financed, in part, by the United States Department of the Interior, National Park Service. Information contained in the CHRIS is derived from the accumulated observations and assessments reported by individuals and organizations, and therefore the CHRIS Information Centers, Office of Historic Preservation, and the Department of the Interior are not responsible for the accuracy or use of this information. The following Rules of Operation Manual (Manual) for the CHRIS Information Centers does not necessarily reflect the views or policies of the Department of the Interior, nor does mention of trade names or commercial products constitute endorsement or recommendation of them by the CHRIS Information Centers, the Office of Historic Preservation, or the Department of the Interior. Comments and questions about the Manual or the CHRIS should be directed to:

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Office of Equal Opportunity National Park Service 1849 C Street, N.W. Washington, D.C. 20240

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#### **SECTION I: INTRODUCTION**

Pursuant to federal and state law<sup>1</sup>, the California State Historical Resources Commission (SHRC) directs the State Historic Preservation Officer (SHPO) to maintain an inventory of historical resources in California. The SHPO meets this responsibility via the California Historical Resources Information System (CHRIS), which is administered by the Office of Historic Preservation (OHP) under SHPO authority. Historical resources information comprising the CHRIS Inventory is organized by county and managed by regional CHRIS Information Centers. The Information Centers house records, reports, maps, and other documents and materials relating to historical resources, and provide information and recommendations regarding such resources on a fee-for-service basis.

CHRIS Information Centers		Counties Served
Northwest Information Center	NWIC	Alameda, Colusa, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Yolo
Northeast Information Center	NEIC	Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity
North Central Information Center	NCIC	Amador, El Dorado, Nevada, Placer, Sacramento, Yuba
Central California Information Center	CCalC	Alpine, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne
Central Coast Information Center	CCoIC	San Luis Obispo, Santa Barbara
Southern San Joaquin Valley Information Center	SSJVIC	Fresno, Kern, Kings, Madera, Tulare
Eastern Information Center	EIC	Inyo, Mono, Riverside
South Central Coastal Information Center	SCCIC	Los Angeles, Orange, San Bernardino, Ventura
South Coastal Information Center	SCIC	Imperial, San Diego

This updated Rules of Operation Manual (Manual), approved by the SHRC on July 29, 2016, includes revisions to certain policies and procedures regarding access to and use of CHRIS information managed at the Information Centers. It supersedes the previous *California Historical Resources Information System Information Center Rules of Operation Manual* (April 23, 2008: as amended through September 26, 2008). As with the previous edition, this Manual is a result of a sustained, cooperative effort to refine the CHRIS and its role in the protection and preservation of historical resources, meet growing demands upon the CHRIS, assist with management responsibilities of government agencies, and address the broad array of concerns inherent to Native American communities, archaeologists, historians, architectural historians, land-use planners, commercial developers, and the public.

Specific CHRIS standards related to digital data and digital data management are not included in this Manual, but may be found at OHP's website <a href="www.ohp.parks.ca.gov">www.ohp.parks.ca.gov</a>. Those standards are not subject to SHRC approval, and are listed below.

CHRIS Standard Number	Name
2010-1	Electronic Document Submittal
2013-1	GIS Feature Classes
2013-2	GIS Attribute Table Definitions
2013-3	Bibliographic and Resource Data Model
2013-5	CHRIS (GIS) Metadata Template
2013-6	GIS Multi-Location and Multi-County Feature Processing
2014-1	Bibliographic and Resource Field Definitions and Minimum Database Field
	Requirements

<sup>&</sup>lt;sup>1</sup> National Historic Preservation Act, 54 U.S.C. 302303(b)(1) and California Public Resources Code §§ 5020.4(a)(2) and 5024.6(n).

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CHRIS Standard Number (cont.) Name 2014-2 Report 2014-3 CHRIS

Report Types
CHRIS Bibliographic and Resource Database Pick Lists
Basic In-House Records Search Digital Protocol

2015-1

#### **SECTION II: TYPES OF CHRIS INFORMATION**

The CHRIS maintains a wide range of documents and materials relating to historical resources. As used herein, "historical resources" comprise buildings, structures, objects, sites, landscapes, districts, and all manner of properties associated with past human activities. Historical resources in the CHRIS Inventory include those that have and those that have not undergone formal evaluation by federal, state, or local government agencies with respect to their historical significance<sup>2</sup>. Pursuant to federal and state law<sup>3</sup>, information within the CHRIS pertaining to historical resources of an archaeological nature is managed as confidential, with access to and release of said information determined as specified in Section III of this Manual.

- (A) Information maintained at each Information Center regarding historical resources within the counties (see Appendix 1 for county abbreviations and codes) an Information Center serves includes, but is not limited to:
  - (1) Resource Records (a series of recordation forms describing the location and content of a historical resources property); all Resource Records in the CHRIS are identified by a unique Primary Number and may also be identified by a unique Trinomial;
  - (2) Resource Location Maps (United States Geological Survey [USGS] 7.5' topographic quadrangle maps on which the locations and boundaries of recorded historical resources are delineated);
  - (3) Resource Database (select information regarding historical resources in that portion of the CHRIS Inventory maintained at an Information Center);
  - (4) Reports (documents pertaining to historical resources [other than Resource Records]); all Reports in the CHRIS are identified by a unique Report Number;
  - (5) Report Location Maps (USGS 7.5' topographic quadrangle maps on which the locations and boundaries of specific geographic areas investigated with regard to historical resources are delineated);
  - (6) Report Database (select bibliographic information regarding Reports filed at an Information Center);
  - (7) National Register (historical resources included in the National Register of Historic Places);
  - (8) OHP Archaeological Determinations of Eligibility (archaeological resources assessed by the OHP with respect to National Register eligibility);
  - (9) California Register (historical resources included in the California Register of Historical Resources);
  - (10) California State Historical Landmarks;
  - (11) California State Points of Historical Interest;
  - (12) OHP Historic Properties Directory; and
  - (13) California Inventory of Historical Resources (OHP 1976).
- (B) Individual Information Centers may also maintain specific regional information relating to historical resources within the county or counties they serve, including, but not limited to:

<sup>&</sup>lt;sup>2</sup> California Public Resources Code §§ 5020.1(h-l, o), 5021, 5024.1, and 21083.2, and Title 14 California Code of Regulations Section 4852.

<sup>&</sup>lt;sup>3</sup> National Historic Preservation Act, 54 U.S.C. 307103(a) and California Government Code § 6254.10.

- (1) Local historical resources inventories;
- (2) General Land Office plat maps;
- (3) Historical and ethnographic maps, atlases, and photographs;
- (4) Mining, soil survey, and other geological maps or reports;
- (5) Ethnographic literature;
- (6) Historical literature such as local histories, cemetery records, and U.S. Post Office locations;
- (7) Bridge, shipwreck, and local building inventories;
- (8) Handbooks, textbooks, and other publications in archaeology, history, architecture, and historic preservation; and
- (9) Historic contexts.

#### SECTION III: ACCESS TO CHRIS INFORMATION

- (A) Unless otherwise prohibited by law, all CHRIS information pertaining to historical resources may be released by an Information Center to an individual who:
  - (1) Meets the minimum qualifications of a professional in the disciplines of Archaeology, Architectural History, Architecture, Historic Architecture, or History as defined in the Secretary of Interior's Standards (see Appendix 2); or
  - (2) Meets the requirements of the California State Personnel Board for the positions of Associate State Archaeologist or State Historian II (see Appendix 2); or
  - (3) Meets the California Business and Professions Code requirements for a state licensed Landscape Architect, plus additional experience requirements added by the SHRC on July 31, 2009 (see Appendix 2); or
  - (4) Is working under the supervision of an individual who qualifies for access to CHRIS information under (A)(1), (A)(2), or (A)(3) criteria, and who assumes full responsibility for the disposition of said information.
- (B) An individual seeking access to CHRIS information at any Information Center shall first submit a completed CHRIS Information Access and Use Agreement (see Appendix 4) to any one of the Information Centers (once established, the agreement is valid at all Information Centers) with the following exceptions:
  - (1) An individual requesting information pertaining to historical resources located on private property which they own; or
  - (2) An individual requesting a summary, prepared by an Information Center, of CHRIS information about historical resources within a specified geographic area; or
  - (3) An individual requesting access for educational or scholarly research purposes exclusively; or
  - (4) An individual whose terms of access are specified in an agreement with the Information Center from which the information is being requested, and said agreement specifically excludes the requirement for a CHRIS Information Access and Use Agreement.
- (C) An individual seeking access to CHRIS information under any of the circumstances listed in Section III(B)(1-4) shall submit a completed CHRIS Access Agreement Short Form (see Appendix 7), and is not required to submit a CHRIS Information Access and Use Agreement.
- (D) An individual seeking to establish their qualifications for access under Section III(A)(1-3) criteria to all CHRIS information at an Information Center shall file a completed Statement of Qualifications for Access to CHRIS Confidential Information (see Appendix 3) and a copy of their professional curriculum vitae with the relevant Information Center.
- (E) All CHRIS information pertaining to historical resources located on private property may be released by an Information Center to the owner of said property. The request for information shall be submitted as specified in Section VI(A) of this Manual and accompanied by proof of ownership (copy of deed or current tax record for subject property).
- (F) Access to CHRIS information may also be directed by a memorandum of agreement between an Information Center and, as appropriate, a local, state, or federal government agency, federally recognized Native American tribe, or other interested party or organization. The OHP may be consulted in formulating such memoranda of agreement.
- (G) The California Native American Heritage Commission and its staff shall be afforded access to all CHRIS information as necessary for the performance of Commission duties.

- (H) Individuals not otherwise granted access to CHRIS information under Section III(A-G) rules may receive summaries of CHRIS confidential information. These summaries may include identification of the presence or absence, quantity, and general character of historical (cf. archaeological) resources within a specific geographic area (see Section VI[C]).
- (I) Access to CHRIS non-confidential information shall be unrestricted.
- (J) An Information Center shall assign a unique identifier to each CHRIS Access Agreement Short Form (see Appendix 7) filed with the Information Center.
- (K) Information Centers shall charge for access to CHRIS information and other rendered services in accordance with the Service Fee Schedule specified in Section VIII and the CHRIS Electronic Fee Structure specified in Appendix 15 of this Manual, or with fees separately approved by the SHRC.
- (L) Access to CHRIS information may be denied by an Information Center Coordinator for, but not limited to, any of the following reasons:
  - Misrepresentation of information provided with Statement of Qualifications for Access to CHRIS Confidential Information (see Appendix 3);
  - (2) Failure to comply with terms and conditions of either a CHRIS Information Access and Use Agreement (see Appendix 4) or a CHRIS Access Agreement Short Form (see Appendix 7), as applicable;
  - (3) Refusal to pay for Information Center services received after two billings and sixty (60) calendar days;
  - (4) Disruption of Information Center operations; or
  - (5) Damage to Information Center files, documents, or equipment.
- (M) A denial of access to CHRIS information by an Information Center Coordinator shall be provided in writing by the Information Center Coordinator to the individual being denied access. This notification shall state the reason(s) for the denial of access and also be provided to all Information Center Coordinators, the CHRIS Coordinator, and the SHPO. An appeal of the denial shall be submitted in writing to the relevant Information Center Coordinator and include a statement of the basis of the appeal with supporting documentation as appropriate. The Information Center Coordinator shall respond in writing to the appeal within fifteen (15) calendar days of receipt of the appeal. If the Information Center Coordinator's decision does not satisfy the appeal submitter, the submitter may, within fifteen (15) calendar days of receipt of the Information Center Coordinator's decision, appeal the decision to the SHPO. The appeal to the SHPO shall be submitted in writing with supporting documentation as appropriate. The SHPO shall consult with the relevant Information Center Coordinator and respond in writing to the appeal within thirty (30) calendar days of its receipt. The decision of the SHPO shall be final and a copy of the written decision furnished to all Information Center Coordinators.

#### SECTION IV: RESOURCE RECORD PROCESSING

- (A) Resource Records received by an Information Center for review and inclusion in the CHRIS Inventory shall meet the following minimum requirements.
  - (1) Records shall be submitted using the appropriate California Department of Parks and Recreation (DPR) recordation forms (523A-L) and completed in accordance with the OHP *Instructions for Recording Historical Resources* Manual (1995).
  - (2) Records submitted to obtain a Primary Number shall include a Primary Record (523A) and a Location Map (523J).
  - (3) Records submitted to obtain a Trinomial shall include a Primary Record (523A), an Archaeological Site Record (523C), a Location Map (523J), and a Sketch Map (523K); or, in the case of a linear property, a Primary Record (523A), a Linear Feature Record (523E), and a Location Map (523J).
  - (4) The Location Map (523J) accompanying a record shall clearly depict the location and boundaries of the recorded property on a 1:1 facsimile (i.e., neither enlarged nor reduced) of that portion of the relevant USGS 7.5' topographic quadrangle map.
  - (5) Records shall be paginated continuously (i.e., Page 1 of X, Page 2 of X,...), not by individual DPR forms.
  - (6) The reference North American Datum used to derive Universal Transverse Mercator (UTM) coordinates of a recorded property shall be noted on the Primary Record (523A). If Global Positioning System (GPS) technology was used in mapping the property and computing UTM or other spatial coordinate data, the specific GPS program/model and its operational parameters shall also be noted on the Primary Record.
- (B) All Resource Records that meet the minimum requirements specified in Section IV(A) shall be reviewed in accordance with the OHP *Instructions for Recording Historical Resources* Manual (1995).
- (C) All Resource Records received by Information Centers shall be reviewed and processed within ninety (90) calendar days. If a record(s) cannot be reviewed and processed within this period of time, the submitter shall be notified.
- (D) In the event a Resource Record contains significant discrepancies or inconsistencies, the Information Center shall contact the submitter for clarification and correction. Information Center review timelines specified in Section IV(C) shall also apply to re-submitted records.
- (E) A Primary Number shall consist of the letter P (for Primary Record), the two-digit code for the relevant county (see Appendix 1), and a sequentially assigned six-digit number (e.g., P-33-000010 refers to the tenth Primary Number assigned in Riverside County). No other digits or letter codes shall be incorporated into Primary Numbers.
- (F) A Trinomial shall consist of the two-letter code CA (for California), the three-letter code for the relevant county (see Appendix 1), and a sequentially assigned number (e.g., CA-RIV-3 refers to the third Trinomial assigned in Riverside County). In addition, an Information Center may add a suffix that indicates the presence of "prehistoric" or "historical" (see Glossary) materials at a recorded property. Use of this suffix shall be based on information provided in Section P6 of the Primary Record (523A). The lack of a suffix shall indicate the presence of exclusively prehistoric materials; the suffix H shall indicate the presence of exclusively historical materials; and the suffix /H shall indicate the presence of prehistoric and historical materials. Subsequent recordation may change the suffix assigned.
- (G) Information Centers shall not re-assign voided Primary Numbers or Trinomials.
- (H) The Resource Record for a property located within multiple counties shall be assigned a Primary Number and Trinomial, as appropriate, specific to each county.

- (I) Resource Records comprising an initial recording of a property or an update of a previously recorded property shall be processed by an Information Center as follows.
  - (1) If the record is an initial recording:
    - (a) Assign Primary Number and, when applicable, Trinomial;
    - (b) Plot the location and boundaries of the property on the relevant Resource Location Map;
    - (c) Place Primary Number and, when applicable, Trinomial in the upper right corner on each page of the record; and
    - (d) Update Resource Database (see Section IV[K]) accordingly.
  - (2) If the record is an update of a previously recorded property:
    - (a) Place previously assigned Primary Number and Trinomial in the upper right corner on each page of the update record;
    - (b) Place the update record at the front of the file containing the previous Resource Record;
    - (c) In the event that the property boundaries reported with the update record differ from those previously delineated, revise boundaries on the relevant Resource Location Map accordingly; and
    - (d) Update Resource Database accordingly.
  - (3) If records are submitted that divide a previously recorded property into two or more separate properties:
    - (a) Maintain the previous Resource Record as a separate recording, and retain the Primary Number and Trinomial of the previously recorded property and its location and boundaries on the relevant Resource Location Map;
    - (b) Process and maintain the new records per Section IV(I)(1);
    - (c) Place a page referencing the Primary Numbers assigned to the new records at the front of the file containing the previous Resource Record;
    - (d) Place a page referencing the Primary Number assigned to the previous Resource Record at the front of the files containing the new records;
    - (e) Revise Primary Number and Trinomial concordance accordingly; and
    - (f) Update Resource Database accordingly.
  - (4) If the record submitted combines separate, previously recorded properties into a single property:
    - (a) Maintain previous Resource Records as separate recordings, and retain the Primary Numbers and Trinomials of the previously recorded properties and their locations and boundaries on the relevant Resource Location Map:
    - (b) Process and maintain the new record as per Section IV(I)(1);

- (c) Place a page referencing the Primary Number assigned to the new record at the front of the files containing the previous Resource Records;
- (d) Place a page referencing the Primary Numbers assigned to the previous Resource Records at the front of the file containing the new record;
- (e) Revise Primary Number and Trinomial concordance accordingly; and
- (f) Update Resource Database accordingly.
- (J) Information Centers shall notify submitters of Resource Records of Primary Number and Trinomial assignments within the timelines specified in Section IV(C).
- (K) Each Information Center shall maintain a database regarding historical resources in the CHRIS Inventory at the Information Center. At a minimum, this Resource Database shall indicate:
  - (1) Primary Number;
  - (2) Trinomial (if assigned);
  - (3) Primary Number or Trinomial voided (check box);
  - (4) Resource Record(s) missing (check box);
  - (5) Other Resource Identifier(s);
  - (6) Confidential or Non-Confidential Resource Record (check box);
  - (7) Relevant Resource Location Map(s);
  - (8) Address of recorded property (if applicable);
  - (9) Age (prehistoric, historic, or unknown as applicable);
  - (10) Recorder(s);
  - (11) Date(s) recorded;
  - (12) California Historical Resource Status Code;
  - (13) Archaeological materials collected (check box);
  - (14) Report Numbers of Reports addressing recorded property (serves as cross-reference to Report Database); and
  - (15) Metadata (administrative notes regarding database entries).

#### SECTION V: REPORT PROCESSING

- (A) Reports pertaining to historical resources and accepted for inclusion in the CHRIS shall meet the following minimum requirements.
  - (1) Reports shall be typewritten or computer generated.
  - (2) Reports shall be fully paginated.
  - (3) Reports shall be submitted unbound.

Reports shall include a map delineating the specific geographic area of investigation. Unless otherwise arranged with the Information Center accepting a Report, this map (or series of maps) shall consist of a 1:1 facsimile (i.e., neither enlarged nor reduced) of that portion of the relevant USGS 7.5' topographic quadrangle map and on which the boundaries of the investigated area are clearly depicted.

- (B) All Reports accepted by Information Centers shall be identified by unique Report Numbers. A Report Number shall consist of the two-letter code for the relevant county (see Appendix 1) and a sequentially assigned five-digit number (e.g., RI-00010 refers to the tenth Report Number assigned in Riverside County). No other digit or letter codes shall be incorporated into Report Numbers. A Report relating to areas or locations within multiple counties shall be assigned a Report Number specific to each county.
- (C) The geographic area of investigation delineated in each Report accepted by an Information Center shall be plotted on the relevant Report Location Map and labeled with the applicable Report Number. In the case of a Report on a geographic area lacking specifically established boundaries (e.g., regional historical resources overviews, syntheses, or management plans), the Report Number shall be noted on the margin of each Report Location Map falling within the general geographic area addressed in the Report.
- (D) Each Information Center shall maintain a bibliographic database of Reports filed at the Information Center. At a minimum, this Report Database shall include:
  - (1) Report Number;
  - (2) Report Number voided (check box);
  - (3) Report missing (check box);
  - (4) Author(s);
  - (5) Other Report Identifier;
  - (6) Year:
  - (7) Title;
  - (8) Total number of pages;
  - (9) Affiliation (consulting firm, government agency, educational institution, or other organization responsible for Report);
  - (10) Type of Report;
  - (11) Relevant Report Location Map(s);
  - (12) Address of investigated property (if applicable);
  - (13) Unrecorded or informally recorded historical resources identified (check box);

- (14) Archaeological materials collected (check box);
- (15) Contains confidential information (check box);
- (16) Primary Numbers of historical resources properties addressed in Report (serves as cross-reference to Resource Database); and
- (17) Metadata (administrative notes regarding database entries).

#### **SECTION VI: RECORDS SEARCHES**

Records searches are the primary means through which CHRIS information is disseminated. A records search consists of a review of historical resources data on file at an Information Center regarding a specific geographic area. There are three categories of records searches: confidential; non-confidential; and as specified under a memorandum of agreement. Records searches may be conducted by Information Center staff or in person by an individual(s) who qualifies for access to CHRIS confidential information as specified in Section III of this Manual. Resource Location Maps and Report Location Maps maintained at an Information Center shall not be photocopied or photographed.

Authorization to receive CHRIS information through a Records Search shall be established by: (1) a current CHRIS Information and Use Agreement valid at all Information Centers; (2) a CHRIS Access Agreement Short Form(s) on file with the Information Center(s) from which the information is desired; or 3) a memorandum of agreement or other type of written access arrangement with the Information Center(s) from which the information is desired, consistent with the requirements of this Manual.

An individual wishing to conduct their own In-House Records Search shall make an appointment with the relevant Information Center no less than twenty-four (24) hours in advance. If the appointment cannot be kept, the Information Center shall be given at least twenty-four (24) hours notice or the individual may be subject to a cancellation fee as specified in Section VIII of this Manual.

Information Centers shall charge for records searches in accordance with the Service Fee Schedule specified in Section VIII and the CHRIS IC Electronic Fee Structure specified in Appendix 15 of this Manual.

- (A) All records search requests shall be submitted in writing and include the following.
  - (1) A statement of the purpose for which the information is needed.
  - (2) A reference for the request (e.g., project name or number, title of study, or street address if applicable).
  - (3) Either a completed CHRIS Data Request Form (see Appendix 8) or a signed CHRIS Access Agreement Short Form (see Appendix 7), consistent with the provisions of Section III of this Manual.
  - (4) A 1:1 facsimile (i.e., neither enlarged nor reduced) of that portion of the relevant USGS 7.5' topographic quadrangle on which:
    - (a) The name of the map is identified; and
    - (b) The boundaries of the records search area are clearly depicted.
- (B) A Confidential Records Search is available to individuals who qualify for access to all CHRIS information as specified in Section III of this Manual. All requests for this category of records search shall include a completed CHRIS Data Request Form (see Appendix 8).
- (C) Non-confidential Records Searches conducted by Information Center staff provide results in checklist or narrative formats.
  - (1) A Non-Confidential Summary Records Search reports the following in checklist format:
    - (a) Presence or absence of recorded historical resources within the records search area, and their Primary Number and Trinomial designations as applicable;
    - (b) Previous studies related to the records search area and their respective Report Numbers:
    - (c) An assessment of the potential presence of unknown historical resources within the records search area; and,

- (d) Recommendations regarding the need for historical resource studies within the records search area.
- (2) A Non-Confidential Extended Records Search reports the following in narrative format:
  - (a) Presence or absence of recorded historical resources within the records search area, and their Primary Number and Trinomial designations as applicable;
  - (b) Presence of known but as yet unrecorded historical resources within the records search area;
  - (c) Previous studies related to the records search area and their respective Report Numbers;
  - (d) A general description of known historical resources within the records search area;
  - (e) An assessment of the potential presence of as yet unrecorded historical resources within the records search area;
  - (f) A list of the additional sources of information consulted in this assessment; and
  - (g) Recommendations regarding the need for historical resource studies within the records search area.
- (D) Records searches may also be arranged under a memorandum of agreement between an Information Center and, as appropriate, local, state, or federal government agencies, federally recognized Native American tribes, or other interested parties and organizations. The OHP may be consulted in formulating such memoranda of agreement.

A records search conducted by an Information Center shall be completed within forty-five (45) calendar days of the request. The Information Center shall notify the individual requesting the records search and make appropriate arrangements if it is anticipated that the records search will require more than forty-five (45) calendar days to complete, exceed \$1000.00 in total cost, or exceed the total fee limit indicated on the CHRIS Data Request Form (see Appendix 8).

Records searches shall be invoiced within forty-five (45) calendar days of completion. Payment for a records search is due within sixty (60) calendar days of billing date.

#### SECTION VII: HISTORICAL RESOURCES CONSULTANTS LIST

The CHRIS Coordinator shall designate one of the regional Information Centers to maintain a Historical Resources Consultants List and make it available to individuals, businesses, government agencies, and other parties and organizations seeking the services of a Historical Resources Consultant. This list consists of individuals who, based on the information provided with their Consultants List Applications, meet the minimum qualifications of a professional in the disciplines of Archaeology, Architectural History, Architecture, Historical Architecture, or History as defined in the Secretary of Interior's Standards (see Appendix 2), and who have requested to be included in the Consultants List. The Consultants List shall be organized alphabetically by county, discipline, and person or consulting firm, and contain the following disclaimer.

This list consists of individuals who, based on the information they have provided, meet the minimum qualifications of a professional in the disciplines of Archaeology, Architectural History, Architecture, Historical Architecture, or History as defined in the Secretary of Interior's Standards (36 CFR 61), and who have requested to be included in the list. It is not a listing of all individuals who qualify as professionals in these disciplines under the Secretary of Interior's Standards and does not constitute an endorsement of any listed individual or consulting firm by the Office of Historic Preservation or CHRIS Information Centers. Questions regarding this Consultants List should be directed to: Coordinator, Eastern Information Center, c/o Dept. of Anthropology, University of California Riverside, Riverside, CA 92521-0418 or CHRIS Coordinator, Office of Historic Preservation, P. O. Box 942896, Sacramento, CA 94296.

Inclusion in the Consultants List shall be determined on the basis of the individual professional. Requests to be listed shall be submitted in writing to the Information Center maintaining the Consultants List, accompanied by a copy of the individual's professional curriculum vitae, a completed Consultants List Application for each discipline under which a listing is desired (see Appendices 8 through 12), and a completed Historical Resources Consultants List Format and Fee Worksheet (Appendix 14). The Information Center maintaining the Consultants List shall charge for listings in accordance with the Service Fee Schedule specified in Section VIII of this Manual.

#### SECTION VIII: SERVICE FEE SCHEDULE

Information Centers shall charge fees for access to CHRIS information and other services in accordance with the following schedule unless otherwise specified in a memorandum of agreement, a data subscription agreement consistent with the CHRIS Subscription Standard specified in Appendix 16 of this document, or separately approved by the SHRC. The Service Fee Schedule shall be posted at each Information Center, along with the CHRIS IC Electronic Fee Structure (Appendix 15) that lists SHRC-approved fees for electronic CHRIS Data products. Fee payments shall be received and the funds managed by individual Information Centers or their host institutions. Payments are due within sixty (60) calendar days of receipt of billing.

- (A) Records Search conducted by Information Center staff.
  - (1) Staff Time: \$150.00 minimum plus \$75.00 per one-half hour, or portion thereof, after first hour.
  - (2) Photocopy: \$0.15 per page.
  - (3) Fax: \$1.00 per page.
- (B) Fees for services not related to record searches performed by Information Center staff.
  - (1) Staff Time: \$40.00 minimum plus \$20.00 per one-half hour, or portion thereof, after first hour.
  - (2) Photocopy: \$0.15 per page plus staff time.
  - (3) Fax: \$1.00 per page plus staff time.
  - (4) Information Center Resource Database or Report Database printout: \$0.15 per page plus staff time.
- (C) In-House Records Search conducted by qualified individuals as specified in Section VI of this Manual.
  - (1) Access Fee: \$100.00 minimum per person plus \$50.00 per person per one-half hour, or portion thereof, after first hour (see NOTE below).
  - (2) Photocopy: \$0.15 per page plus staff time if staff performs photocopying.
  - (3) Information Center Resource Database and Report Database printouts: \$0.15 per page plus staff time.
  - (4) Cancellation Fee for failure to give twenty-four (24) hours advance notice of cancellation of scheduled In-House Records Search appointment: \$50.00 per appointment.
- (D) Priority Response: Total cost of Information Center services rendered plus 50% of total cost; Information Center should be contacted to determine response time.
- (E) Emergency Response: Total cost of Information Center services rendered plus 100% of total cost; fee applies to a request made by a government agency or representative in response to a specific, identified emergency incident; Information Center should be contacted to determine response time.
- (F) Listing in Historical Resources Consultants List: \$150.00 per person per year.

NOTE The Access Fee for an In-House Records Search <u>may be waived for research that is unrelated to compliance</u> with requirements of such laws as, but not limited to, the National Environmental Policy Act, National Historic Preservation Act, Native American Graves and Repatriation Act, California Environmental Quality Act, and California Forest Practice Act, and of local ordinances affecting construction permits, and other land development actions, and mitigation of adverse impacts to historical resources.

# **SECTION IX: INFORMATION CENTER HOURS**

Each CHRIS Information Center shall maintain workday office hours of not less than twenty (20) hours per week throughout the year, except in those instances when an Information Center or its host institution closes the facility for holidays or emergencies. Information Centers shall, on an appointment basis, permit qualified individuals to conduct In-House Records Searches as specified in Section VI of this Manual. Information Center office hours shall be provided to the OHP and posted at the Center. Information Center staff shall be present when other individuals are in the Center.

#### SECTION X: EXCLUSIONARY AND MISCELLANEOUS ACTIVITIES

- (A) Information Center Coordinators and staff shall not implement rules of operation contravening those specified in this Manual.
- (B) As a function of providing CHRIS services, the Coordinator and staff of an Information Center shall not evaluate or remark upon the quality or findings of reports regarding historical resources within the county or counties the Information Center serves.
- (C) Information Center Coordinators and staff shall not solicit business for any historical resources consultant or consulting firm, or other commercial enterprise.
- (D) Information Center Coordinators and staff who prepare and sign Information Center correspondence recommending historical resources inventory, evaluation, or mitigation studies shall not conduct or receive payment for participating in the recommended work.
- (E) Information Center Coordinators and staff shall not use the title and letterhead of the CHRIS or the Information Center without written authorization of the SHPO.
- (F) Any publication produced by an Information Center shall contain the following statement.

This publication was financed in part with federal funds from the National Park Service, United States Department of the Interior, under the National Preservation Act of 1966 (as amended), through the California Office of Historic Preservation. Its contents do not necessarily reflect the views or policies of the Department of the Interior, the Office of Historic Preservation, or all CHRIS Information Centers, nor does mention of trade names or commercial products constitute endorsement or recommendation of them by the Department of the Interior, the Office of Historic Preservation, or the CHRIS Information Centers.

# Appendix 1

California Historical Resources Information System Information Center Rules of Operation Manual

# **COUNTY ABBREVIATIONS AND CODES**

COUNTY	PRIMARY NUMBER CODE	TRINOMIAL CODE	REPORT NUMBER CODE	COUNTY	PRIMARY NUMBER CODE	TRINOMIAL CODE	REPORT NUMBER CODE
ALAMEDA	01	ALA	AA	ORANGE	30	ORA	OR
ALPINE	02	ALP	AP	PLACER	31	PLA	PL
AMADOR	03	AMA	AM	PLUMAS	32	PLU	PU
BUTTE	04	BUT	BT	RIVERSIDE	33	RIV	RI
CALAVERAS	05	CAL	CA	SACRAMENTO	34	SAC	SA
COLUSA	06	COL	CO	SAN BENITO	35	SBN	SN
CONTRA COSTA	07	CCO	CC	SAN BERNARDINO	36	SBR	SB
DEL NORTE	08	DNO	DN	SAN DIEGO	37	SDI	SD
EL DORADO	09	ELD	ED	SAN FRANCISCO	38	SFR	SF
FRESNO	10	FRE	FR	SAN JOAQUIN	39	SJO	SJ
GLENN	11	GLE	GL	SAN LUIS OBISPO	40	SLO	SL
HUMBOLDT	12	HUM	HU	SAN MATEO	41	SMA	SM
IMPERIAL	13	IMP	IM	SANTA BARBARA	42	SBA	SR
INYO	14	INY	IN	SANTA CLARA	43	SCL	SC
KERN	15	KER	KE	SANTA CRUZ	44	SCR	SZ
KINGS	16	KIN	KI	SHASTA	45	SHA	SH
LAKE	17	LAK	LK	SIERRA	46	SIE	SE
LASSEN	18	LAS	LS	SISKIYOU	47	SIS	SI
LOS ANGELES	19	LAN	LA	SOLANO	48	SOL	SO
MADERA	20	MAD	MA	SONOMA	49	SON	SX
MARIN	21	MRN	MR	STANISLAUS	50	STA	ST
MARIPOSA	22	MRP	MP	SUTTER	51	SUT	SU
MENDOCINO	23	MEN	MD	TEHAMA	52	TEH	TE
MERCED	24	MER	ME	TRINITY	53	TRI	TR
MODOC	25	MOD	MO	TULARE	54	TUL	TU
MONO	26	MNO	MN	TUOLUMNE	55	TUO	то
MONTEREY	27	MNT	MT	VENTURA	56	VEN	VN
NAPA	28	NAP	NA	YOLO	57	YOL	YO
NEVADA	29	NEV	NE	YUBA	58	YUB	YU

#### Appendix 2

California Historical Resources Information System Information Center Rules of Operation Manual

#### PROFESSIONAL QUALIFICATIONS STANDARDS

# Archeology and Historical Preservation: Secretary of the Interior's Standards and Guidelines

Quoted from: Federal Register, Thursday, September 29, 1983, Part IV, Department of the Interior, National Park Service, Archeology and Historical Preservation: Secretary of the Interior's Standards and Guidelines (Vol.48, No.190:44738-44739).

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historical properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

#### History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

- 1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
- 2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

#### Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

- 1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
- At least four months of supervised field and analytic experience in general North American archeology;
   and
- 3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historical archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historical period.

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# **Architectural History**

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historical preservation or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historical preservation or closely related field plus one of the following:

- 1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
- 2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

#### **Architecture**

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

#### Historical Architecture

The minimum professional qualifications historical in architecture [in historical architecture] are a professional degree in architecture or a State license to practice architecture, plus one of the following:

- 1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
- 2. At least one year of full-time professional experience on historical preservation projects.

Such graduate study or experience shall include detailed investigations of historical structures, preparation of historical structures research reports, and preparation of plans and specifications for preservation projects.

#### **CHRIS Qualification Requirements**

#### Landscape Architecture (established July 31, 2009)

The minimum professional qualifications in landscape architecture are a state license to practice landscape architecture in California, as specified in California Business and Professions Code, plus both of the following:

- 1 Two full years full time experience in the field; and
- 2 At least one year specialized experience in historic preservation work.

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# California State Personnel Board Specification State Historian Series Specification (Established June 7, 1979) Excerpt

#### State Historian II

#### Definition of Level

This is the full journey level class. Under direction, incumbents perform the more difficult or varied work in performing basic historical research and cultural resource management activities; may act in a lead capacity; may train and direct subordinates staff; may train other personnel (including personnel in other State, Federal and local agencies) in historical research methods and cultural resource management techniques; may select and evaluate the performance of grant projects; may budget, administer, and expend Federal and State funds; and do other related work.

#### Minimum Qualifications

Equivalent to graduation from college with major course work in history, historical sites research, cultural resources management, architectural history, or a closely related field in which historical methods and techniques are employed. (Additional qualifying experience may be substituted for the required education on a year-for-year basis for up to two years.)

#### In addition, either

- 1. Three years of experience in research, cultural resources management, or museum work in connection with historical reports, projects, buildings, or museums; or
- 2. Three years of experience in the teaching of California history at the high school or college level.

(Graduate work in history, historical sites research, cultural resources management, architectural history or a closely related field, in which historical methods and techniques are employed, may be substituted for not more than one year of the required experience on a year-for-year basis.)

#### Associate State Archeologist

#### Definition of Level

This is the full journey level. Under general direction, incumbents perform the more difficult or varied work of archeological investigation and cultural resource management; incumbents direct and coordinate major archeological excavation projects; provide research data and advice; prepare and submit project budget requests; prepare scientific publications; may act in a lead capacity; may train departmental staff as well as other personnel (including personnel in other State, Federal and local agencies) in archeological methods and cultural resource management techniques; may budget and administer Federal and State funds; represent the Department in cultural resource matters at meetings with governmental entities, educational institutions, and other groups; and do other related work.

#### Minimum Qualifications

Equivalent to graduation from college with major course work in archeology or anthropology. (A graduate degree in archeology or anthropology, may be substituted for up to one year of the required general experience and one year of required experience equivalent to Range B.)

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# In addition, either

- 1. Three years of increasingly responsible professional experience in research, writing, or project supervision in archeological investigation or cultural resource management and protection programs; or
- 2. Three years of experience in the teaching of California history at the high school or college level.

# Appendix 3

California Historical Resources Information System Information Center Rules of Operation Manual

# STATEMENT OF QUALIFICATIONS FOR ACCESS TO CHRIS CONFIDENTIAL INFORMATION

The purpose of this form is to identify the professional qualifications standards under which an individual establishes eligibility for access to CHRIS Confidential Information as specified in Sections II and III and Appendix 2 of the CHRIS Information Center Rules of Operation Manual.

This Statement of Qualifications and a copy of the individual's professional curriculum vitae shall be filed at each CHRIS Information Center from which CHRIS Confidential Information is obtained. This Statement need only be submitted once to an Information Center.

Name:		
Affiliation:		
Address:		City/State/Zip:
Telephone:	Email:	Fax:
Secretary of Interior Sta	andards (check applicable disc	ciplines):
Archae	ology	
Archited	ctural History	
Archited	eture	
Historic	al Architecture	
History		
CHRIS Qualification Re	equirements:	
Landsc	ape Architect	
California State Person	nel Board Specifications (che	ck applicable positions):
Associa	te State Archaeologist	
State H	istorian II	
to CHRIS confidential i		cations I attest to my professional qualifications for access any misrepresentation of facts herein shall result in denial
Signature		Date

#### Appendix 4

California Historical Resources Information System Information Center Rules of Operation Manual

# CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM Information Access and Use Agreement

Agreement Number:	
Issued To:	("Recipient")
Region/Office:	
Address:	
Phone: F	acsimile:
E-Mail:	
Issued By:	Information Center
Date Issued:	Expiration Date:

# Recitals

WHEREAS, Pursuant to the National Historic Preservation Act of 1966, the State Historic Preservation Officer ("SHPO") shall direct and conduct a comprehensive statewide survey of historic properties and maintain inventories of such properties; and

WHEREAS, Pursuant to Public Resources Code § 5020.4(a)(2), the State Historical Resources Commission ("SHRC") shall conduct a statewide inventory and maintain comprehensive records of historical resources; and

WHEREAS; Pursuant to Public Resources Code § 5024.6(n), the Office of Historic Preservation ("OHP") shall administer and maintain the State Historic Resources Inventory in accordance with procedures developed by OHP and adopted by the SHRC; and

WHEREAS, the above-described inventories are referred to as the California Historical Resources Information System ("CHRIS") Inventory; and

WHEREAS, the SHPO and OHP have entered into agreements with various entities to host Information Centers ("IC") to carry out some of the SHRC's, SHPO's and OHP's responsibilities related to the CHRIS Inventory, and these ICs, SHRC, SHPO and OHP constitute the CHRIS; and

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WHEREAS, in fulfillment of their obligations to the SHRC, SHPO and OHP, the ICs gather, archive, and provide access to records, maps, and other documents and materials that constitute the CHRIS Inventory and provide guidance in the use and interpretation of the documents and materials of the CHRIS Inventory; and

WHEREAS, the CHRIS Inventory contains confidential information and pursuant to federal and state laws, including but not limited to the California Public Records Act, Government Code § 6250 et seq., and the Information Practices Act of 1977, Civil Code § 1798 et seq., the SHRC, the SHPO, OHP, and the ICs are required to protect from public disclosure such confidential information; and

WHEREAS, this Information Access and Use Agreement ("Agreement") governs access to, protection from public disclosure of confidential information contained within, and use of the documents and materials of the CHRIS Inventory by the Recipient; and

WHEREAS, this Agreement is issued by one IC, on behalf of the SHRC, SHPO and OHP, this Agreement applies to all ICs and all ICs are bound by this Agreement.

#### Covenants

NOW THEREFORE, the Parties hereto agree as follows:

# 1. Definitions

- A. CHRIS Data: All information and material included in the CHRIS Inventory, and any non-generalized data created from this information and material by CHRIS personnel as part of conducting CHRIS business and operations. CHRIS Data are either Non-Confidential or Confidential as defined below.
- B. Non-Confidential CHRIS Data: All CHRIS Data that do not fall under an exemption to the California Public Records Act, or any other similar federal or state law, are not protected by the Information Practices Act, or by any other federal or state law regarding public disclosure of information. This includes non-archaeological data or archaeological data that are either general enough or of a nature that their disclosure will not put one or more archaeological sites or resources in danger of being located and/or damaged, should the information deliberately or inadvertently be made available to the public or to unauthorized individuals. It is within the sole discretion of the IC(s) possessing such data to classify Non-Confidential CHRIS Data in accordance with law and CHRIS policies

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C. Confidential CHRIS Data: All CHRIS Data that fall under an exemption to the California Public Records Act, or any other similar federal or state law, are protected by the Information Practices Act, or by any other federal or state law regarding public disclosure of information. This includes archaeological data that are either specific enough or of a nature that their disclosure will put one or more archaeological sites or resources in danger of being located and/or damaged, should the information deliberately or inadvertently be made available to the public or to unauthorized individuals. This also includes personal information as defined by the Information Practices Act. It is within the sole discretion of the IC(s) possessing such data to classify Confidential CHRIS Data in accordance with law and CHRIS policies.

# 2. Recipient

The Recipient ("Recipient") is the individual or organization acquiring CHRIS Data for use pursuant to this Agreement.

# 3. Responsible Individual

The Responsible Individual ("Responsible Individual") signing this Agreement on behalf of the Recipient shall be the primary point of contact for all matters concerning this Agreement. In the event the Responsible Individual is replaced, within 10 calendar days of such replacement, the Recipient shall notify in writing the IC issuing this Agreement of the name of the new Responsible Individual. The rights and responsibilities of a Responsible Individual shall include all those of an Authorized User.

# 4. Authorized Users

A. The Responsible Individual shall designate one or more Authorized Users ("Authorized Users") that are authorized to act on behalf of the Recipient pursuant to the terms of this Agreement. An Authorized User must be, or work under the supervision of, a qualified individual pursuant to the requirements of the CHRIS Information Center Rules of Operation Manual 2013 ("ICROM"), Section III and Appendix II, or the appropriate section or sections of an updated version or replacement of that Manual. This designation shall be provided in writing to the IC issuing this Agreement via the CHRIS Authorized User Form (see <a href="www.ohp.parks.ca.gov">www.ohp.parks.ca.gov</a>) and shall be attached hereto and incorporated herein to this Agreement.

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- B. If the Recipient is a government agency participating in a program through which access to CHRIS Information has been established through a fully-executed memorandum of understanding or other agreement, individuals granted access to CHRIS Information through that agreement shall be classified as Authorized Users without further action by the Recipient or Responsible Individual, so long as the memorandum of understanding or other agreement and this Agreement are in effect.
- C. If the Authorized User will be receiving Confidential CHRIS Data, the Authorized User shall have on file with the IC issuing this Agreement a Statement of Qualifications for Access to Confidential CHRIS Data (see <a href="https://www.ohp.parks.ca.gov">www.ohp.parks.ca.gov</a>) and a curriculum vitae.

# 5. Allowable Users

- A. All CHRIS Data acquired under this Agreement shall be provided exclusively for research use by the Recipient, Responsible Individual, or Authorized Users, with the following exceptions for Allowable Users:
- i. Access by individuals employed by or under contract with the Recipient that are officially involved in an emergency response incident, where one or more government agencies are responding to a specific, identified emergency incident and said individuals require access to CHRIS Data to carry out their duties.
- ii. Access by individuals who are not employed or under contract with the Recipient, but are emergency personnel assigned to plan for or provide resource protection or avoidance strategies in conjunction with agencies involved in an emergency response incident, where said individuals require access to CHRIS Data to carry out their duties.
- iii. Access by individuals acting as either designated contacts or tribal representatives of California Native American tribes for purposes of notification and/or consultation pursuant to Public Resources Code § 21080.3.1.
- iv. Access by individuals employed by or under contract with the Recipient whose duties include providing Information Technology support services.
- v. Access by individuals employed by or under contract with the Recipient whose duties include providing database or Geographic Information System support services.

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B. Access to CHRIS Data under one of these exceptions shall be to the extent and duration necessary for those receiving access to carry out their duties as described in this section, and shall be under the supervision of the Recipient, Responsible Individual, or an Authorized User.

# 6. Terms of Use

- A. Subject to the terms of this Agreement, CHRIS Data acquired under this Agreement shall only be used for scholarly research, Native American tribal use, land use planning, cultural resource management, education, emergency management, and/or similar purposes.
- B. Other than as allowed pursuant to this Agreement or required by law, CHRIS Data acquired pursuant to this Agreement shall not be sold, leased, marketed, loaned, transferred, published, or otherwise redistributed without written permission from the IC providing such CHRIS Data via a CHRIS Information Conditional Use Agreement.
- C. All CHRIS Data acquired under this Agreement shall be used in full compliance with applicable federal, state, local, and other governmental laws and regulations related to historical resources information and properties.
- D. All products based in part or entirely on the use of CHRIS Data acquired under this Agreement shall clearly identify the IC(s) that provided such data and the date of acquisition.
- E. Unless otherwise prohibited by law, a copy of any written report or historical resource record based in part or entirely on the use of CHRIS Data acquired under this Agreement shall be submitted to the IC(s) that provided such data within sixty (60) calendar days following creation of said product. If digital data are provided under this agreement, any written report, historical resource record, and/or locational data submitted to one or more IC(s) in compliance with this section shall, if available, be submitted in digital format.

# 7. Request for CHRIS Data and Related Services

Requests for CHRIS Data shall be made using a CHRIS Data Request form.

# 8. Payment for CHRIS Data and Related Services

IC(s) shall charge for CHRIS Data and related services in accordance with Section VIII: Service Fee Schedule of the ICROM, as specified in a memorandum of agreement, or as separately approved by the SHRC. Failure of the Recipient to make payment perthe

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applicable Fee Schedule, memorandum of agreement, and/or CHRIS Data Request is a material breach of this Agreement

# 9. CHRIS Data Accuracy, Completeness, and Updating

- A. CHRIS Data are provided as-is, and with the exception of error or omission corrections, will only be updated by an IC through a separate purchase or a subscription to CHRIS Data, if available. CHRIS Data are only as current as the date on which the data were provided.
- B. The SHRC, the SHPO, OHP, and the ICs are under no obligation to inform the User of CHRIS Data about updates, alterations, or accuracy errors that are discovered once the data have been delivered to the Recipient.
- C. If the Recipient reports in writing errors or omissions in the CHRIS Data to the IC(s) that provided such data, the IC(s) shall make a good faith effort to resolve the errors and omissions and provide corrected data to the Recipients. To ensure proper processing, error and omission reports shall be transferred to the relevant IC(s) pursuant to the terms of this Agreement. If error or omission documentation is inadequate to determine the nature of an error or omission, or to confirm its veracity, the IC(s) may not be able to resolve the reported issue.

# 10. CHRIS Data Transmission and Storage Security

All CHRIS Data obtained by Recipient, Responsible Individual, or Authorized User shall be maintained in a safe and secure manner so as to preclude unauthorized access. CHRIS Data in paper format shall be appropriately secured when not in use. CHRIS Data in digital format ("Digital CHRIS Data") shall be stored and managed as follows:

- A. Physical access to the Digital CHRIS Data shall be controlled, and Digital CHRIS Data shall be stored on media and/or equipment in a locked, secure location. Temporary storage of Digital CHRIS Data on portable media or systems is acceptable provided such storage complies with this Agreement.
- B. Access to Digital CHRIS Data shall be limited by all of the following:
  - i. Strong user passwords; Users shall not share passwords.
  - ii. Data and/or File Encryption.
  - iii. Limited system access.
- C. Security logging and auditing shall be enabled and periodically monitored for systems storing or accessing Digital CHRIS Data.

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- D. Systems storing Digital CHRIS Data shall have current:
  - i. Anti-virus and anti-spyware/malware.
  - ii. An appropriately configured firewall.
  - iii. Host-based intrusion detection software active at all times.

If CHRIS Data are not being stored or managed in compliance with this Agreement, and/or are being stored or managed in a way that is allowing unauthorized access to CHRIS Data, the Recipient shall either remove all CHRIS Data from the device(s), equipment, or circumstances that are non-compliant, or modify the situation so that the CHRIS Data are being stored or managed in a compliant manner.

The terms of this section shall survive the termination of this Agreement.

# 11. Ownership of CHRIS Data

The Parties to this Agreement acknowledge and accept that ownership rights to CHRIS Data may be held variously by Native American Tribes, federal, state, or local governments, organizations, firms, individuals, and other entities, or may be held by no entity and reside in the public domain, and that payment of fees by Recipient, or provision of CHRIS Data to the Recipient, does not in any way constitute or imply purchase or sale of CHRIS Data or any rights or title pertaining thereto.

# 12. Notifications

Recipient shall notify any and all pertinent IC(s) immediately upon the occurrence of any violation, whether intentional or unintentional, by the Recipient, Responsible Individual, Authorized User, or Allowable User of any term of this Agreement, including, but not limited to, the unauthorized release, distribution, and/or use of CHRIS Data.

# 13. Term of Agreement

This Agreement shall be effective upon signature by authorized representatives of the Parties hereto, and, unless terminated sooner, shall remain in full force and effect until . Within 10 calendar days of execution of this Agreement, the IC issuing this Agreement shall provide a copy of it to all other ICs.

# 14. Termination of Agreement

A. The Recipient may terminate this Agreement for any reason upon receipt of 10 calendar days' written notice to the IC issuing this Agreement.

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- B. If the Recipient has failed to comply with any of the terms of this Agreement, the relevant IC, or the SHPO, after providing the Recipient receipt of 10 calendardays' written notice specifying the defaults to be remedied, and if such defaults are not remedied in the time specified, may terminate this Agreement for cause.
- C. Upon termination of this Agreement, the Recipient shall immediately cease using CHRIS Data, certify in writing to the IC issuing this Agreement that CHRIS Data shall not be further used in any way, and pay any outstanding balances due the IC(s).
- D. Upon termination of this Agreement, the Recipient shall be denied access to any new CHRIS Data not currently in the Recipient's possession, and all processing of any CHRIS Data Requests submitted by the recipient shall cease immediately at all ICs.
- E. Upon termination of this Agreement, within 10 calendar days the IC issuing this Agreement shall notify all other ICs of same.

# 15. Dispute Resolution

If the Recipient wishes to appeal a decision regarding this Agreement, the appeal shall be submitted in writing to the relevant IC Coordinator and include a statement of the basis of the appeal with supporting documentation as appropriate. The IC Coordinator shall respond in writing to the appeal within 15 calendar days of receipt of the appeal. If the IC Coordinator's decision does not satisfy the Recipient, the Recipient may, within 15 calendar days of receipt of the IC Coordinator's decision, appeal the decision to the SHPO. This appeal shall be submitted in writing with supporting documentation as appropriate. The SHPO shall consult with the relevant IC Coordinator and respondin writing to the appeal within 30 calendar days of its receipt. The decision of the SHPO shall be final.

# 16. Liability

Recipient agrees that the SHRC, the SHPO, OHP, and the IC(s) shall not be liable under any circumstances for lost revenue or other consequential damage arising out of or related to the use of the CHRIS Data, if the CHRIS Data does not enable the Recipient to achieve the objectives for which the CHRIS Data was acquired, or if the CHRIS Data are lost, corrupted, or otherwise damaged following the Recipient's receipt of the CHRIS Data.

# 17. Indemnification

Recipient agrees to indemnify, defend, and save harmless the State of California, the SHRC, the SHPO, OHP, the ICs, and each of their officers, agents, and employees from

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any and all claims and losses accruing or resulting to any and all persons or entities who may be injured or damaged by the Recipient, Responsible Individual, Authorized Users, or Allowable Users in the performance of this Agreement.

# 18. Compliance with Laws

Recipient, Responsible Individual, Authorized Users, and Allowable Users shall comply with all applicable Federal, State, and local laws, regulations, and ordinances.

#### 19. Amendment

- A. This Agreement, including but not limited to the Term of Agreement, may only be amended by written agreement signed by the Recipient and the IC issuing this Agreement. Within 10 calendar days of execution of an amendment, the IC issuing the Amendment shall provide a copy of the amendment to all other ICs.
- B. This Agreement, other than the Term of Agreement and the named Responsible Individual, may not be amended without written approval of the SHPO.

# 20. Assignment

This Agreement is not assignable by either Party, in whole or in part, without prior written consent of the other Party, which shall not be withheld unreasonably. Any such transfer or assignment made in violation of this section shall be void.

# 21. Force Majeure

Neither Party shall be responsible for delays or failures to comply with the terms of this Agreement resulting from events or other factors beyond their control, including, but not limited to, fire, flood, earthquake, natural disaster, nuclear accident, act of war or terrorism, labor strike or lockout, riot, freight embargo, or governmental statutes or regulations superimposed after the fact.

# 22. Jurisdiction

This Agreement shall be governed by the laws of the State of California.

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM
Information Access and Use Agreement
7-29-2016 Version
Page 9 of 11

California Historical Resources Information System Information Center Rules of Operation Manual

# 23. Severability

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be severable from this Agreement and the remaining terms, covenants, conditions, and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM
Information Access and Use Agreement
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Page 10 of 11

# Appendix 4 (continued)

California Historical Resources Information System Information Center Rules of Operation Manual

SIGNATORIES:	
Recipient:	
Under penalty of perjury, the undersigned represents and warrants full authority to execute this Agreement on behalf of the Recipient, agrees to the terms and conditions of this Agreement, and warrants the Recipient with the terms and conditions of this Agreement.	understands and
(Printed Name of Recipient)	
By:	Date:
(Signature of Responsible Individual)	
(Printed Name and Title of Responsible Individual)	
IC (on behalf of SHPO):	
(Printed Name of IC)	
By:	Date:
(Signature of IC Representative)	

(Printed Name and Title of IC Representative

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM Information Access and Use Agreement 7-29-2016 Version Page 11 of 11

California Historical Resources Information System Information Center Rules of Operation Manual

California Historical Resource Information System

# **CHRIS Authorized User Form**

Access and Use Agreement No.:	
Held By:	
Use Agreement Number	rstand, and agree to comply with the terms of CHRIS Information Access and, under which I am being granted authority to request CHRIS enters in the CHRIS. By signing below, I am acknowledging my acceptance access and Use Agreement.
Print Name	Date
Signature	
Title	Company Name
Information Center Use Only	
Information Center:	
Approved by:	
Date Approved:	

1-29-13 Version

California Historical Resources Information System Information Center Rules of Operation Manual

# **California Historical Resources Information System**

# **CHRIS Information Conditional Use Agreement**

("Agreement Holder		cated historical resources	on Access and Use Agreement information originally supplied by the brnia Historical Resources Information					
System.								
I have read and shall abide by all terms and provisions included in the originating Access and Use Agreement and further attest to the intended receipt of the following types of licensed data:  Receipt of Confidential CHRIS Data?  Yes No  Receipt of Non-Confidential CHRIS Data? Yes No  I attest that I have only received the above referenced historical resources data included in the areas indicated on the attached map(s) and that I will return the data to the Agreement Holder or destroy the data upon completion of the work for which it was originally required. Furthermore, the data received can only be used for the associated work for which have been contracted by and / or that I have agreed to with the Agreement Holder.								
					Project / Purpose / Ne	eed for Access:		
					access to such inform subject to the except Confidential CHRIS D of the appropriate Info	ation, as specified in Section III ions listed in Section 5 of the ata that I receive shall not be d ormation Center Coordinator or	(A-E) of the CHRIS Information originating Access and Unisclosed in in publicly distrib Assistant Coordinator.	ed to individuals who do not qualify for ation Center Rules of Operation Manual, lse Agreement. I understand that any outed documents without written consent
						the Information Center within s		CHRIS information released under this completion.
<u>I understand that fail</u>	ure to comply with the above	terms and with those teri	ms included in the originating Access					
and Use Agreement	shall be grounds for denial o	of access to CHRIS Inform	nation.					
Print Name: Signature: Affiliation:			Date:					
<del></del>								
			Zip:					
-								
Information Center	•							
Date Approved:								

1-10-13 Version

California Historical Resources Information System Information Center Rules of Operation Manual

# **ACCESS AGREEMENT SHORT FORM**

	Number:
	eess to historical resources information on file at theenter of the California Historical Resources Information System.
qualify for access to such information, as sp	information I receive shall not be disclosed to individuals who do not becified in Section III(A-G) of the CHRIS Information Center Rules of ed documents without written consent of the Information Center
	rds and Reports based in part on the CHRIS information released ation Center within sixty (60) calendar days of completion.
I agree to pay for CHRIS services provide receipt of billing.	d under this Access Agreement within sixty (60) calendar days of
I understand that failure to comply with this Information.	Access Agreement shall be grounds for denial of access to CHRIS
Print Name:	Date:
Signature:	
Affiliation:	
Address:	City/State/Zip:
Billing Address (if different from above):	
Telephone: Fax:	Email:
Purpose of Access:	
Reference (project name or number, title of study, and s	street address if applicable):
County: Township/Range	e/Section or UTMs:
USGS 7.5' Quad:	

1-10-13 version

California Historical Resources Information System Information Center Rules of Operation Manual

# California Historical Resources Information System

# **CHRIS Data Request Form**

ACCESS AND US	SE AGREEMENT NO.:_	IC F	ILE NO.:	
To:			In	formation Center
Print Name:			Date:	
Affiliation:				
Address:				
City:		State:	Zip:	
Phone:	Fax:	Email:		
Billing Address (if dif	ferent than above):			
Project Name / Refe	erence:			
Project Street Addre	ess:			
County:				
Township/Range/U	TMs:			
USGS 7.5' Quad(s)	1			
PRIORITY RESPO	NSE (Additional Fee): ye	sO/ noO		
TOTAL FEE NOT T	O EXCEED: \$			
Special Instructions	:			
Information Cente	r Use Only			
Date of CHRIS Data	a Provided for this Reques	t:		
Confidential Data In	cluded in Response: yes	O' noO		
Notes:				

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#### Appendix 8 (continued)

California Historical Resources Information System Information Center Rules of Operation Manual

#### California Historical Resources Information System

# CHRIS Data Request Form

Include the following information (mark as necessary) for the records search area(s) shown on the attached map(s) or included in the associated shapefiles. Shapefiles are the current CHRIS standard format for digital spatial data products.

#### NOTE: All digital data products are subject to availability - check with the appropriate Information Center.

Mark one map choice only

1. **Map Type Desired:** Digital map products will be provided only if they are available at the time of this request. *Regardless of what is requested*, only hard copy hand-drawn maps will be provided for any part of the requested search area for which digital map products are not available at the time of this request. *There is an additional charge for shapefiles, whether they are provided with or without Custom GIS Maps.* 

#### Custom GIS Maps Shapefiles O Custom GIS Maps and Shapefiles O Hard Copy Hand-Drawn Maps only Any selection below left unmarked will be considered a "no." 2a. Within project area Within \_\_\_\_\_radius ARCHAEOLOGICAL Resource Locations<sup>†</sup> vesO/ noO vesO/ noO yes O/ no C NON-ARCHAEOLOGICAL Resource Locations yes O/ noO ves O/ Report Locations vesO/ noO no C Resource Database Printout\* (list) yes 🔾 yesO/ noC no ( Resource Database Printout\* (detail) noO yes**O**/ yesO/ no C Resource Digital Database Records (spreadsheet) noO yes 🔾/ yesO/ no C Report Database Printout\* (list) noO yesO/ noO yesO/ Report Database Printout\* (detail) yesO/ noO yesO/ noO Report Digital Database Records (spreadsheet) yesO/ noO yes O/ no O ARCHAEOLOGICAL Resource Record copies\*\* yesO/ noO yesO/ noO PDFO/ Hard Copy O NON-ARCHAEOLOGICAL Resource Record copies\* yesO/ noO yes O/ no O PDFO/ Hard Copy O yesO/ noO yes O/ no O Report copies\*\*: PDFO/ Hard Copy O Only directory listing Associated documentation OHP Historic Properties Directory\*\* within project area vesO/ noO yesO/ noO within mi radius yesO/ noO yesO/ noO OHP Archaeological Determinations of Eligibility yesO/ noO within project area yesO/ noO within mi radius yesO/ noO yesO/ noO California Inventory of Historical Resources (1976): yesO/ noO within project area yesO/ noO within mi radius yesO/ noO yesO/ noO

2 of 3

<sup>+</sup> In order to receive archaeological information, requestor must meet qualifications as specified in Section III of the current version of the California Historical Resources Information System Information Center Rules of Operation Manual and be identified as an Authorized User under an active CHRIS Access and Use Agreement.

<sup>\*</sup> These documents may be supplied as PDF files, if available

<sup>\*\*</sup> Includes, but is not limited to, information regarding National Register of Historic Places, California Register of Historical Resources, California State Historical Landmarks, California State Points of Historical Interest, and historic building surveys.

# Appendix 8 (continued)

California Historical Resources Information System Information Center Rules of Operation Manual

#### California Historical Resources Information System

# **CHRIS Data Request Form**

**2b.** Listed below are sources of additional information that may be available at the Information Center. Indicate if a review and documentation of any of the following types of information is requested.

Caltrans Bridge Survey	yes O	noO
Ethnographic Information	yes O/	no 🔾
Historical Literature	yes O	no 🔾
Historical Maps	yes O	no 🔾
Local Inventories	yes O	no 🔾
GLO and/or Rancho Plat Maps	yes 🔾	no 🔾
Shipwreck Inventory	yes <b>O</b> /	no 🔾
Soil Survey Maps	yes O	no 🔾

California Historical Resources Information System Information Center Rules of Operation Manual

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHAEOLOGY

Name:		Date:
		Fax:
Degree Obtained / Disci	pline:	
Date:	Institution:	
closely related field plus  1. At least one year of	full-time professional experience	graduate degree in archaeology, anthropology, o or equivalent specialized training in archaeologica
research, administration	, or management.	
Experience:		
Dates:		
		_ Total (at least 1 year):
Reference(s) (Superviso	or) - Name, Institution, Phone Numb	per, and Email:
	of supervised field and analytical ex	perience in general North American Archaeology.
Dates:		
		Total (at least 4 mos.):
,		per, and Email:
	Ty Traine, medicalen, i nene trains	
3. Demonstrated ability	to carry research to completion:	

# Appendix 9 (continued)

California Historical Resources Information System Information Center Rules of Operation Manual

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHAEOLOGY (continued)

In addition to these minimum qualifications:

A professional in prehistoric archaeology shall have at least one-year full-time professional experience at supervisory level in the study of archaeological resources of the prehistoric period.  Experience:			
Dates:			
	Total (at least 1 year):		
Reference(s) (Supervisor) - Name, Institut	ion, Phone Number, and Email:		
A professional in historical archaeology supervisory level in the study of archaeology	shall have at least one-year full-time professional experience at egical resources of the historical period.		
Experience:			
	-		
Detect			
Dates:			
Duration (wks/mos):	Total (at least 1 year):		
Reference(s) (Supervisor) - Name, Institut	ion, Phone Number, and Email:		

California Historical Resources Information System Information Center Rules of Operation Manual

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHITECTURAL HISTORY

Name:		Date:
		Fax:
Degree Obtained / Disci	pline:	
bachelor's degree in ar following: 1. At least two years of restoration architecture other professional institu	chitectural, art history, historical properties of the full-time experience in research, where with an academic institution, history	n course work in American architectural history; or a preservation or closely related field, plus one of the riting, or teaching in American architectural history or rical organization or government agency, museum, or
Dates:		
		(at least 2 years):
Reference(s) (Superviso	or) - Name, Institution, Phone Num	ber, and Email:
2. Or, substantial contrik American architectural h Citation:	nistory.	ation to the body of scholarly knowledge in the field of

California Historical Resources Information System Information Center Rules of Operation Manual

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHITECTURE

Name:		Date:
Address:		
Email:		
Phone:	Cell Phone:	Fax:
California Architectural License #:		
Minimum professional qualification architecture.	on in Architecture in the State of	California is a State License to practice

California Historical Resources Information System Information Center Rules of Operation Manual

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: HISTORIC ARCHITECTURE

Name:		Date:
		Fax:
California Architectural I	_icense #:	
architecture. Minimum p	rofessional qualification in Histo	the State of California is a State License to practice rical Architecture also includes one of the following.
1. At least one year of g planning, or closely rela		reservation, American architectural history, preservation
Degree:		Date:
Department:	Ins	titution:
Thesis Title:		
•	of full-time professional experien	ce on historical preservation projects:
Dates:		
		Total (at least 1 year):
		umber, and Email:
	,,	
-		

California Historical Resources Information System Information Center Rules of Operation Manual

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: HISTORY

Name:		Date:
		Fax:
Degree Obtained / Disc	ipline:	
Thesis Title:		
Date:	Institution:	
professional activity with professional institution.		vriting, teaching, interpretation, or other demonstrable organization or government agency, museum, or other
•		
		(at least 2 years):
Reference(s) (Supervise	or) - Name, Institution, Phone Num	nber, and Email:
American architectural l		ation to the body of scholarly knowledge in the field of

California Historical Resources Information System Information Center Rules of Operation Manual

# HISTORICAL RESOURCES CONSULTANTS LIST FORMAT AND FEE WORKSHEET

This worksheet shall be completely filled out and accompany the Historical Resources Consultants List Application(s) for listing requested under the discipline(s) checked below (see Appendices 9-13 of the CHRIS Information Center Rules of Operation Manual). The fee for listing is \$150.00 per person per year. Payment for listing shall be included with the Consultants List Application(s) and this worksheet.

Requested Listing Format. Choose one of the following formats for your listing: (1) by applicant name only; (2) by applicant name followed by consulting firm; or (3) by consulting firm followed by applicant name.

Total enclosed: \$150.00

Please make checks payable to UC Regents.

Submit completed worksheet, Historical Resource Consultants List Application(s), and remittance to: Coordinator, Eastern Information Center, c/o Dept. of Anthropology, University of California Riverside, Riverside, CA 92521-0418.

# CHRIS IC Electronic Fee Structure Adopted 5-3-2012

#### **Standard Records Searches**

Factor	Charge – Assessed on a per-county basis		
Hourly Fee	\$150/hour	\$150/hour	
Spatial Features	Custom Map Charges	Custom Map and Shapefile/Shapefile Only Charges	
0 features = No charge  1-4 = \$25  5-14 = \$75  15-34 = \$150  35-49 = \$300  50-99 = \$450  100-149 = \$650  150-199 = \$850  200-249 = \$1,150  250-299 = \$1,450  300-349 = \$1,850		1-999 shapes = \$12 per shape	
350+ = \$1,850 plus \$400 for every group of 50 features over 349		1000+ = \$11,988 plus \$0.25 per shape over 999	
Address-mapped shapes flat fee	\$25	\$25	
Digital Database Record fee	1-999 records = \$0.25 per Database Record 1000+ records = \$0.10 per Database Record	1-999 records = \$0.25 per Database Record 1000+ records = \$0.10 per Database Record	
Quads (crossed into)	Up to 2 quads = No charge 3-4 quads = \$200 5-6 quads = \$400 7-12 quads = \$400 plus \$100 per addt'l quad 13+ quads = \$1,000 total	Up to 2 quads = No charge 3-4 quads = \$200 5-6 quads = \$400 7-12 quads = \$400 plus 100 per addt'l quad 13+ quads = \$1,000 total	

Hourly fee + Custom Map or Shapefile fee + A.M. shapes fee + Database Records fee+ Quads fee + Copy/PDF Charge (see chart below) = Total Charge\*

# **PDF Charge for Standard Records Searches**

(Hard copy charges will remain the same for each type of records request)

Factor	Charge	
PDF flat fee	\$25	
PDF Per-Page Cost	1-4,999 pages = \$0.15 per page	
	5,000+ pages = \$0.03 per page	

Flat fee + PDF Per-Page Cost = Total Charge\*

# **Planner Requests and Project Reviews**

These charges will remain the same – see CHRIS Service Fee Schedule or pertinent Information Center/Local Government agreement document

# Stand-Alone Requests (PDF Copy Job or HPD request)

(Hard copy charges will remain the same for each type of records request)

That a depy drianged with remain the dame for each type of rederias requesty		
Factor	Charge	
Hourly Fee	\$40/hour	
PDF/GIS address-mapped flat fee	\$25	
PDF Per-Page Cost	1-4,999 pages = \$0.15 per page 5,000+ pages = \$0.03 per page	

Hourly fee + Flat fee + PDF Per-Page Cost = Total Charge\*

#### Notes:

- Not all CHRIS information is in electronic format contact the relevant IC(s) for availability information.
- Information Centers may, at their option, charge discounted fees for large and/or multi-county electronic data purchases.
- Information Centers may, at their option, charge discounted fees in exchange for assistance with conversion of data to digital format.

<sup>\*</sup> Rapid response fees will still be applied when rapid response service is requested.

California Historical Resources Information System Information Center Rules of Operation Manual

# CHRIS SUBSCRIPTION STANDARD Applies to Electronic Data Only April 18, 2016

Who Can Subscribe:

Anyone who is granted access to CHRIS information under the access policy in the current version of the Information Center Rules of Operation Manual (see <a href="http://www.ohp.parks.ca.gov/?page\_id=1069">http://www.ohp.parks.ca.gov/?page\_id=1069</a>). In order to receive confidential information through the subscription, <a href="mailto:the subscription">the subscription</a>, <a href="mailto:the subscription">the sub

Subscription Contract/Agreement:

All contract terms will be the same across all the Information Centers (ICs), except for the negotiable items indicated in this document with an asterisk (\*).

Subscription Term Length:

Due to the potential for change in CHRIS organization and operations, all subscriptions must terminate on or before December 31, 2018. Allowable subscription term lengths are either one year or through December 31, 2018. All subscription agreements executed during 2018 shall terminate on December 31, 2018, regardless of their start dates.

Billing Cycle:

As determined or agreed upon (usually by update interval).\* Note: payments may be of the same amount, or may be higher for initial data delivery / first year. Subscriber and IC may establish a subscription payment plan to meet each party's needs, but total costs must comply with the standards in the Subscription Fees section of this document.

Subscription Area:

As determined through the agreement.\* Subscriber supplies a shapefile for project boundary.

Products:

Any or all of the following:

- Resource and report locations in CHRIS standard spatial data format
- PDFs of resource records
- PDF of detail report database print-out or Excel spreadsheet
- PDF of detail resource print-out or Excel spreadsheet
- PDF of OHP HPD and ADOE in searchable format or historic Address-mapped shapes of OHP built environment resources.
- Customized extension for ArcGIS that provides hyperlinking and searching of subscribed data
- Other data products may be available upon negotiation, (e.g. PDFs of reports)\*, but no products other than existing standard CHRIS products may be provided.

Medium of Exchange:

External hard drive Secure FTP Exchange (subject to SHPO approval) DVD may be appropriate for a smaller area

#### Appendix 16 (continued)

California Historical Resources Information System Information Center Rules of Operation Manual

**Update Interval**:

Negotiable\*, maximum is 1 year. If a separate agreement regarding records search protocol identifies a required or acceptable records search maximum interval period different from this standard, the subscription may be structured to comply with that agreement at the subscriber's discretion.

Update method:

Replacement of all information.

**Subscription Fees:** 

- (1) Cost of 1 external hard drive, if needed.
- (2) Apply electronic fee structure, charge standard fee of 2 hours staff time for each update over the course of the subscription.
- (3) Do not apply PDF or per-quad charges. Assessing of costs by county may be waived for multi-county purchases. Assessing of costs by combining feature / data / document page counts across county lines may be done in those circumstances.
- (4) Calculate total pre-discount subscription cost based on 1) current amount of data in the subscription area, plus 2) estimated number of additions and updates per year during the course of the subscription for the subscription area. Estimating shall be done via ICDB data and reporting (if data available) and annual numbers for previous two years shall be applied using values calculated in the same manner as those in Table 1: Inventory Data, in the IC Annual Report to OHP. Product cost factors are only included if product includes them – possible cost factors are: 1) # of Resources added to Inventory, 2) Resource Record Updates Processed, 3) # of Reports Added to Inventory, and 4) Report Additional Citations Added. GIS shape, database record costs, and PDF pages for initial delivery are to be included. For cost of ongoing deliveries, apply estimates using the appropriate costs factors for new data and updates. Estimated PDF page counts for future deliveries shall only consider new records and reports (1 and 3), not updates (2 and 4). See Billing Cycle section for payment frequency/distribution info – payments need not be tied to specific deliveries, but total payments must add up to calculated total subscription cost, including discount.

#### Appendix 16 (continued)

California Historical Resources Information System Information Center Rules of Operation Manual

- (5) The longer the term of the subscription, the greater the discount:
  - 1 year subscription or subscription starting during 2018: 10% discount
  - Subscription over 1 year: 15% discount
- (6) A total cost should be determined by the above process, and a payment plan agreed to in the terms of the subscription agreement. The same payment amount may be applied each year until the subscription runs out, or the initial year, including first delivery, may be at a higher cost than subsequent years/deliveries.\*

Use Restrictions: Subscriptions shall provide for CHRIS data sharing by the subscriber, under the terms of the subscriber's Access and Use Agreement.

> As with standard records searches, indirect costs are set by IC host institutions. This will also apply to subscriptions.

Cancellation of a subscription by the subscriber prior to the subscription end date shall result in a one-time subscriber cancellation fee that equals the difference in discount between the discount that would have been applied according to the actual subscription duration, and what was actually applied using the subscription duration stated in the subscription agreement.

Refunds shall be provided if there is a mathematical error in cost calculations (e. g, incorrect count of the number of existing resources and/or reports in the subscription area). Refunds shall not be provided for other reasons.

Subscription areas may be increased or decreased through an amendment to the subscription agreement. The change in the amount of data provided shall be reassessed based on the new subscription area, and the overall costs shall be recalculated accordingly and applied to the first and subsequent deliveries of data for the redefined subscription area. Other negotiable areas of the subscription agreement may be renegotiated at this time as well, if both parties agree to do so.

Each subscription agreement shall state that the data provided have been prepared in compliance with CHRIS standard quality control measures, and that while this does not guarantee accuracy, it represents a reasonable effort to maintain quality and accuracy. Inaccuracies due to CHRIS staff processing errors shall be corrected when identified, and the corrected data provided on or before the next delivery of data, at no charge to the

subscriber.

Cancellations:

**Indirect Costs:** 

Refunds:

Changes to Subscription Area:

Statement of Data Quality Control:

#### **GLOSSARY**

California Historical Resources Information System Information Center Rules of Operation Manual

Archaeological Resources. As used in this Manual, term refers to historical properties recorded as comprising physical remains of past human activity and are included under the broader definition of historical resources. Pursuant to federal (National Historic Preservation Act, 54 U.S.C. 307103[a]) and state (California Government Code § 6254.10) law, information within the CHRIS pertaining to historical resources identified as of an archaeological nature is managed as confidential, with access to and release of said information determined as specified in Section III of this Manual.

<u>California Historical Resource Status Code</u>. Denotes the status of a historical resources property relative to evaluations of its historical significance. Codes indicate whether a property is listed in, has been determined eligible or ineligible for listing in, or appears eligible for listing in the National Register of Historic Places or California Register of Historical Resources, has been recognized as historically significant by a local government, has not been evaluated, or needs re-evaluation. Multiple codes may apply to a single property (see *User's Guide to the California Historical Resource Status Codes &Historic Resources Inventory Directory* [OHP 2004, Technical Assistance Bulletin #8]).

<u>California Historical Resources Information System</u> (CHRIS). A cooperative partnership between the SHRC, OHP, and regional CHRIS Information Centers, the CHRIS is the statewide organization for managing information related to historical resources in California. This information constitutes the CHRIS Inventory.

<u>California Inventory of Historical Resources</u> (OHP 1976). An OHP inventory of historical resources in California compiled in response to the National Historic Preservation Act of 1966. This inventory was published in March, 1976, and lists historical resources identified by the OHP as of September 1, 1975.

<u>California Register of Historical Resources</u> (CRHR). A listing of significant historical resources in California (California Public Resources Code § 5024.1 et seq. and Title 14, California Code of Regulations § 4850 et seq.).

<u>California State Historical Landmarks</u> (SHL). A state historical resources registration program to recognize historical resources with regional and statewide significance to the history of California (California Public Resources Code § 5021).

<u>California State Points of Historical Interest</u> (SPHI). A state historical resources registration program that provides recognition to historical resources significant at a county or regional level, but do not qualify for designation as California State Historical Landmarks (California Public Resources Code § 5021).

<u>CHRIS</u>. California Historical Resources Information System.

CHRIS Confidential Information. Historical resources information in the CHRIS Inventory pertaining to archaeological resources. Pursuant to federal (National Historic Preservation Act, 54 U.S.C. 307103[a]) and state (California Government Code § 6254.10) law, this information is managed as confidential. Rules governing access to and release of CHRIS Confidential Information are specified in Section III of this Manual.

<u>CHRIS Coordinator</u>. The OHP staff member(s) designated by the SHPO to coordinate activities of the CHRIS Information Centers.

<u>CHRIS Information Center</u>. Regional branch of the CHRIS. Manages the CHRIS Inventory with respect to specific counties and provides information and recommendations regarding historical resources on a fee-for-service basis. Individual Information Centers also participate in programs to promote historic preservation and support public education in archaeology, architectural history, history, and laws and regulations pertaining to historical resources.

#### **GLOSSARY** (cont.)

California Historical Resources Information System Information Center Rules of Operation Manual

<u>CHRIS Information Center Coordinator</u>. The individual with primary responsibility to direct activities of a CHRIS Information Center. An Information Center Coordinator shall meet the Secretary of Interior's Standards (36 CFR 61) as an archaeologist, architectural historian, or historian.

<u>CHRIS Inventory</u>. The inclusive statewide inventory of information related to historical resources in California. Managed by the regional CHRIS Information Centers and OHP, the CHRIS Inventory consists of information in the form of records, reports, maps, and other documents and materials.

<u>CHRIS Non-Confidential Information</u>. Historical resources information in the CHRIS Inventory not pertaining to archaeological resources is managed as non-confidential, with access to and release of said information determined as specified in Section III of this Manual.

DPR. California Department of Parks and Recreation.

<u>Historic Context</u>. "An organizing structure for interpreting history that groups information about historic properties which share a common theme, common geographical location, and common time period. The development of historic contexts is the foundation for decisions about the planning, identification, evaluation, registration, and treatment of historic properties, based upon comparative significance."

<u>Historical</u>. Term used commonly in reference to historical resources associated with non-indigenous peoples. May also refer to historical resources associated with Native Americans after arrival of non-indigenous peoples in California.

<u>Historical Resources</u>. As used in this Manual, buildings, structures, objects, sites, landscapes, districts, and all manner of properties associated with past human activities. Historical resources in the CHRIS Inventory include those that have and those that have not undergone formal evaluation by federal, state, or local government agencies with respect to their historical significance.

<u>In-House Records Search</u>. A Records Search conducted in person at a CHRIS Information Center by an individual(s) who qualifies for access to CHRIS Confidential Information as specified in Sections III and VI of this Manual.

<u>National Register of Historic Places</u> (NRHP). A federal listing of significant national, state, and local historical resources (National Historical Preservation Act, 54 U.S.C. 300101 et seq.).

OHP. California Office of Historic Preservation.

OHP Archaeological Determinations of Eligibility (ADOE). A list of archaeological resources submitted to the OHP for review. This list is derived from the OHP Historic Resources Inventory.

OHP Historic Properties Directory (HPD). An OHP list of districts, historical buildings, structures, and objects in California. The Historic Properties Directory includes, but is not limited to, information regarding a property with respect to the California Register of Historical Resources, California State Historical Landmarks, California State Points of Historical Interest, and the National Register of Historic Places. This list is derived from the OHP Historic Resources Inventory.

<u>OHP Historic Resources Inventory</u> (HRI). The portion of the CHRIS Inventory maintained by the OHP. It includes, but is not limited to, information relating to historical resources identified and evaluated through one of the programs the OHP administers under the National Historic Preservation Act and California Public Resources Code.

<u>Prehistoric</u>. Term used commonly in reference to historical resources associated with Native Americans prior to the arrival of non-indigenous peoples in California.

<sup>&</sup>lt;sup>4</sup> U.S. Department of Interior, National Park Service, National Register of Historic Place, *How to Complete the National Register Registration Form*, (1977, revised 1997), Appendix IV:2.

#### **GLOSSARY** (cont.)

California Historical Resources Information System Information Center Rules of Operation Manual

<u>Primary Number</u>. A unique, alphameric, CHRIS designation for a Resource Record. A Primary Number consists of the letter P (for Primary Number), the two-digit code for the relevant county (see Appendix 1 of this Manual), and a sequentially assigned six-digit number (e.g., P-33-000010 refers to the tenth Primary Number assigned in Riverside County).

Records Search. A review of historical resources information on file at a CHRIS Information Center regarding a specific geographic area. There are three categories of records searches: confidential; non-confidential; and as specified under a memorandum of agreement. Records searches may be conducted by Information Center staff or in person by an individual(s) who qualifies for access to CHRIS Confidential Information as specified in Section III of this Manual.

Region. As used in this Manual, term refers to the specific California county or counties for which a CHRIS Information Center serves as access to and manager of the CHRIS Inventory.

Report. A document, other than a Resource Record, pertaining to historical resources. Each Report in the CHRIS Inventory is assigned a unique Report Number by the relevant CHRIS Information Center.

Report Database. A bibliographic database of Reports in the CHRIS Inventory at a CHRIS Information Center and includes, as specified in Section V(D) of this Manual, such information as Report Number, author(s), year of publication, title, type of Report, Report Location Map(s), and Primary Numbers of historical resources addressed in a Report.

Report Location Map. A United States Geological Survey (USGS) 7.5' topographic quadrangle map on which the locations and boundaries of specific geographic areas investigated with regard to historical resources are delineated

Report Number. A unique, alphameric, CHRIS designation for a Report. A Report Number consists of the two-letter code for the relevant county (see Appendix 1 of this Manual) and a sequentially assigned five-digit number (e.g., RI-00010 refers to the tenth Report Number assigned in Riverside County).

Resource Database. A database regarding historical resources in the CHRIS Inventory at a CHRIS Information Center and includes, as specified in Section IV(K) of this Manual, such information as Primary Number, Trinomial, other resource identifier(s), Resource Location Map(s), date(s) recorded, California Historical Resource Status Code, and associated Reports.

Resource Location Map. A United States Geological Survey (USGS) 7.5' topographic quadrangle map on which the locations and boundaries of recorded historical resources are delineated.

<u>Resource Record.</u> A series of recordation forms describing the location and content of a historical resources property. Each Resource Record in the CHRIS Inventory is assigned a unique Primary Number, and may also be assigned a unique Trinomial, by the relevant CHRIS Information Center.

SHPO. California State Historic Preservation Officer.

SHRC. California State Historical Resources Commission.

<u>Trinomial</u>. A unique, alphameric, CHRIS designation for a historical resources property recorded as an archaeological site. A Trinomial consists of the two-letter code CA (for California), the three-letter code for the relevant county (see Appendix 1), and a sequentially assigned number (e.g., CA-RIV-3 refers to the third Trinomial assigned in Riverside County). In addition, an Information Center may add a suffix that indicates the presence of "prehistoric" or "historical" materials at a recorded property. Use of this suffix shall be based <u>solely</u> on information provided in Section P6 of the Primary Record (523A), and does not confirm the actual presence of prehistoric or historical materials. The lack of a suffix shall indicate the presence of exclusively historical materials; and the suffix /H shall indicate the presence of prehistoric and historical materials. Subsequent recordation may change the suffix assigned.

#### BLANK FORMS FOR SUBMISSION TO A CHRIS INFORMATION CENTER

The following forms are taken from Appendices 3 through 14 of the CHRIS Information Center Rules of Operation Manual for submission, as necessary, to a CHRIS Information Center. Fillable PDF versions of these forms are available at <a href="http://www.ohp.parks.ca.gov/?page\_id=1068">http://www.ohp.parks.ca.gov/?page\_id=1068</a>.

Statement of Qualifications for Access to CHRIS Confidential Information

CHRIS Information Access and Use Agreement

Chris Authorized User Form

CHRIS Information Conditional Use Agreement

**CHRIS Access Agreement Short Form** 

**CHRIS Data Request Form** 

Historical Resources Consultants List Application: Archaeology

Historical Resources Consultants List Application: Architectural History

Historical Resources Consultants List Application: Architecture

Historical Resources Consultants List Application: Historic Architecture

Historical Resources Consultants List Application: History

Historical Resources Consultants List Format and Fee Worksheet

#### STATEMENT OF QUALIFICATIONS FOR ACCESS TO CHRIS CONFIDENTIAL INFORMATION

The purpose of this form is to identify the professional qualifications standards under which an individual establishes eligibility for access to CHRIS Confidential Information as specified in Sections II and III and Appendix 2 of the CHRIS Information Center Rules of Operation Manual.

This Statement of Qualifications and a copy of the individual's professional curriculum vitae shall be filed at each CHRIS Information Center from which CHRIS Confidential Information is obtained. This Statement need only be submitted once to an Information Center.

Name:			
Affiliation:			
Address:	City/State/Zip:		
Telephone:	Email:	Fax:	
Secretary of Interior S	t <u>andards (</u> check applicable disci	plines):	
Archae	ology		
Archite	ectural History		
Archite	cture		
Histori	cal Architecture		
History	,		
CHRIS Qualification R	equirements:		
Landso	cape Architect		
California State Perso	nnel Board Specifications (check	c applicable positions):	
Associ	ate State Archaeologist		
State I	listorian II		
to CHRIS confidential		ations I attest to my professional qualifications for access my misrepresentation of facts herein shall result in denial	
Signature		 Date	

# CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM Information Access and Use Agreement

Agreement Number:		
Issued To:		("Recipient")
Region/Office:		
Address:		
Phone:	Facsimile:	
E-Mail:		
lssued By:		Information Center
Date Issued:	Expiration Date: _	

#### Recitals

WHEREAS, Pursuant to the National Historic Preservation Act of 1966, the State Historic Preservation Officer ("SHPO") shall direct and conduct a comprehensive statewide survey of historic properties and maintain inventories of such properties; and

WHEREAS, Pursuant to Public Resources Code § 5020.4(a)(2), the State Historical Resources Commission ("SHRC") shall conduct a statewide inventory and maintain comprehensive records of historical resources; and

WHEREAS; Pursuant to Public Resources Code § 5024.6(n), the Office of Historic Preservation ("OHP") shall administer and maintain the State Historic Resources Inventory in accordance with procedures developed by OHP and adopted by the SHRC; and

WHEREAS, the above-described inventories are referred to as the California Historical Resources Information System ("CHRIS") Inventory; and

WHEREAS, the SHPO and OHP have entered into agreements with various entities to host Information Centers ("IC") to carry out some of the SHRC's, SHPO's and OHP's responsibilities related to the CHRIS Inventory, and these ICs, SHRC, SHPO and OHP constitute the CHRIS; and

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WHEREAS, in fulfillment of their obligations to the SHRC, SHPO and OHP, the ICs gather, archive, and provide access to records, maps, and other documents and materials that constitute the CHRIS Inventory and provide guidance in the use and interpretation of the documents and materials of the CHRIS Inventory; and

WHEREAS, the CHRIS Inventory contains confidential information and pursuant to federal and state laws, including but not limited to the California Public Records Act, Government Code § 6250 et seq., and the Information Practices Act of 1977, Civil Code § 1798 et seq., the SHRC, the SHPO, OHP, and the ICs are required to protect from public disclosure such confidential information; and

WHEREAS, this Information Access and Use Agreement ("Agreement") governs access to, protection from public disclosure of confidential information contained within, and use of the documents and materials of the CHRIS Inventory by the Recipient; and

WHEREAS, this Agreement is issued by one IC, on behalf of the SHRC, SHPO and OHP, this Agreement applies to all ICs and all ICs are bound by this Agreement.

#### Covenants

NOW THEREFORE, the Parties hereto agree as follows:

# 1. Definitions

- A. CHRIS Data: All information and material included in the CHRIS Inventory, and any non-generalized data created from this information and material by CHRIS personnel as part of conducting CHRIS business and operations. CHRIS Data are either Non-Confidential or Confidential as defined below.
- B. Non-Confidential CHRIS Data: All CHRIS Data that do not fall under an exemption to the California Public Records Act, or any other similar federal or state law, are not protected by the Information Practices Act, or by any other federal or state law regarding public disclosure of information. This includes non-archaeological data or archaeological data that are either general enough or of a nature that their disclosure will not put one or more archaeological sites or resources in danger of being located and/or damaged, should the information deliberately or inadvertently be made available to the public or to unauthorized individuals. It is within the sole discretion of the IC(s) possessing such data to classify Non-Confidential CHRIS Data in accordance with law and CHRIS policies

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C. Confidential CHRIS Data: All CHRIS Data that fall under an exemption to the California Public Records Act, or any other similar federal or state law, are protected by the Information Practices Act, or by any other federal or state law regarding public disclosure of information. This includes archaeological data that are either specific enough or of a nature that their disclosure will put one or more archaeological sites or resources in danger of being located and/or damaged, should the information deliberately or inadvertently be made available to the public or to unauthorized individuals. This also includes personal information as defined by the Information Practices Act. It is within the sole discretion of the IC(s) possessing such data to classify Confidential CHRIS Data in accordance with law and CHRIS policies.

# 2. Recipient

The Recipient ("Recipient") is the individual or organization acquiring CHRIS Data for use pursuant to this Agreement.

# 3. Responsible Individual

The Responsible Individual ("Responsible Individual") signing this Agreement on behalf of the Recipient shall be the primary point of contact for all matters concerning this Agreement. In the event the Responsible Individual is replaced, within 10 calendar days of such replacement, the Recipient shall notify in writing the IC issuing this Agreement of the name of the new Responsible Individual. The rights and responsibilities of a Responsible Individual shall include all those of an Authorized User.

#### 4. Authorized Users

A. The Responsible Individual shall designate one or more Authorized Users ("Authorized Users") that are authorized to act on behalf of the Recipient pursuant to the terms of this Agreement. An Authorized User must be, or work under the supervision of, a qualified individual pursuant to the requirements of the CHRIS Information Center Rules of Operation Manual 2013 ("ICROM"), Section III and Appendix II, or the appropriate section or sections of an updated version or replacement of that Manual. This designation shall be provided in writing to the IC issuing this Agreement via the CHRIS Authorized User Form (see <a href="www.ohp.parks.ca.gov">www.ohp.parks.ca.gov</a>) and shall be attached hereto and incorporated herein to this Agreement.

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- B. If the Recipient is a government agency participating in a program through which access to CHRIS Information has been established through a fully-executed memorandum of understanding or other agreement, individuals granted access to CHRIS Information through that agreement shall be classified as Authorized Users without further action by the Recipient or Responsible Individual, so long as the memorandum of understanding or other agreement and this Agreement are in effect.
- C. If the Authorized User will be receiving Confidential CHRIS Data, the Authorized User shall have on file with the IC issuing this Agreement a Statement of Qualifications for Access to Confidential CHRIS Data (see <a href="https://www.ohp.parks.ca.gov">www.ohp.parks.ca.gov</a>) and a curriculum vitae.

#### 5. Allowable Users

- A. All CHRIS Data acquired under this Agreement shall be provided exclusively for research use by the Recipient, Responsible Individual, or Authorized Users, with the following exceptions for Allowable Users:
- i. Access by individuals employed by or under contract with the Recipient that are officially involved in an emergency response incident, where one or more government agencies are responding to a specific, identified emergency incident and said individuals require access to CHRIS Data to carry out their duties.
- ii. Access by individuals who are not employed or under contract with the Recipient, but are emergency personnel assigned to plan for or provide resource protection or avoidance strategies in conjunction with agencies involved in an emergency response incident, where said individuals require access to CHRIS Data to carry out their duties.
- iii. Access by individuals acting as either designated contacts or tribal representatives of California Native American tribes for purposes of notification and/or consultation pursuant to Public Resources Code § 21080.3.1.
- iv. Access by individuals employed by or under contract with the Recipient whose duties include providing Information Technology support services.
- v. Access by individuals employed by or under contract with the Recipient whose duties include providing database or Geographic Information System support services.

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B. Access to CHRIS Data under one of these exceptions shall be to the extent and duration necessary for those receiving access to carry out their duties as described in this section, and shall be under the supervision of the Recipient, Responsible Individual, or an Authorized User.

#### 6. Terms of Use

- A. Subject to the terms of this Agreement, CHRIS Data acquired under this Agreement shall only be used for scholarly research, Native American tribal use, land use planning, cultural resource management, education, emergency management, and/or similar purposes.
- B. Other than as allowed pursuant to this Agreement or required by law, CHRIS Data acquired pursuant to this Agreement shall not be sold, leased, marketed, loaned, transferred, published, or otherwise redistributed without written permission from the IC providing such CHRIS Data via a CHRIS Information Conditional Use Agreement.
- C. All CHRIS Data acquired under this Agreement shall be used in full compliance with applicable federal, state, local, and other governmental laws and regulations related to historical resources information and properties.
- D. All products based in part or entirely on the use of CHRIS Data acquired under this Agreement shall clearly identify the IC(s) that provided such data and the date of acquisition.
- E. Unless otherwise prohibited by law, a copy of any written report or historical resource record based in part or entirely on the use of CHRIS Data acquired under this Agreement shall be submitted to the IC(s) that provided such data within sixty (60) calendar days following creation of said product. If digital data are provided under this agreement, any written report, historical resource record, and/or locational data submitted to one or more IC(s) in compliance with this section shall, if available, be submitted in digital format.

# 7. Request for CHRIS Data and Related Services

Requests for CHRIS Data shall be made using a CHRIS Data Request form.

# 8. Payment for CHRIS Data and Related Services

IC(s) shall charge for CHRIS Data and related services in accordance with Section VIII: Service Fee Schedule of the ICROM, as specified in a memorandum of agreement, or as separately approved by the SHRC. Failure of the Recipient to make payment perthe

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applicable Fee Schedule, memorandum of agreement, and/or CHRIS Data Request is a material breach of this Agreement

# 9. CHRIS Data Accuracy, Completeness, and Updating

- A. CHRIS Data are provided as-is, and with the exception of error or omission corrections, will only be updated by an IC through a separate purchase or a subscription to CHRIS Data, if available. CHRIS Data are only as current as the date on which the data were provided.
- B. The SHRC, the SHPO, OHP, and the ICs are under no obligation to inform the User of CHRIS Data about updates, alterations, or accuracy errors that are discovered once the data have been delivered to the Recipient.
- C. If the Recipient reports in writing errors or omissions in the CHRIS Data to the IC(s) that provided such data, the IC(s) shall make a good faith effort to resolve the errors and omissions and provide corrected data to the Recipients. To ensure proper processing, error and omission reports shall be transferred to the relevant IC(s) pursuant to the terms of this Agreement. If error or omission documentation is inadequate to determine the nature of an error or omission, or to confirm its veracity, the IC(s) may not be able to resolve the reported issue.

# 10. CHRIS Data Transmission and Storage Security

All CHRIS Data obtained by Recipient, Responsible Individual, or Authorized User shall be maintained in a safe and secure manner so as to preclude unauthorized access. CHRIS Data in paper format shall be appropriately secured when not in use. CHRIS Data in digital format ("Digital CHRIS Data") shall be stored and managed as follows:

- A. Physical access to the Digital CHRIS Data shall be controlled, and Digital CHRIS Data shall be stored on media and/or equipment in a locked, secure location. Temporary storage of Digital CHRIS Data on portable media or systems is acceptable provided such storage complies with this Agreement.
- B. Access to Digital CHRIS Data shall be limited by all of the following:
  - i. Strong user passwords; Users shall not share passwords.
  - ii. Data and/or File Encryption.
  - iii. Limited system access.
- C. Security logging and auditing shall be enabled and periodically monitored for systems storing or accessing Digital CHRIS Data.

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- D. Systems storing Digital CHRIS Data shall have current:
  - i. Anti-virus and anti-spyware/malware.
  - ii. An appropriately configured firewall.
  - iii. Host-based intrusion detection software active at all times.

If CHRIS Data are not being stored or managed in compliance with this Agreement, and/or are being stored or managed in a way that is allowing unauthorized access to CHRIS Data, the Recipient shall either remove all CHRIS Data from the device(s), equipment, or circumstances that are non-compliant, or modify the situation so that the CHRIS Data are being stored or managed in a compliant manner.

The terms of this section shall survive the termination of this Agreement.

# 11. Ownership of CHRIS Data

The Parties to this Agreement acknowledge and accept that ownership rights to CHRIS Data may be held variously by Native American Tribes, federal, state, or local governments, organizations, firms, individuals, and other entities, or may be held by no entity and reside in the public domain, and that payment of fees by Recipient, or provision of CHRIS Data to the Recipient, does not in any way constitute or imply purchase or sale of CHRIS Data or any rights or title pertaining thereto.

# 12. Notifications

Recipient shall notify any and all pertinent IC(s) immediately upon the occurrence of any violation, whether intentional or unintentional, by the Recipient, Responsible Individual, Authorized User, or Allowable User of any term of this Agreement, including, but not limited to, the unauthorized release, distribution, and/or use of CHRIS Data.

# 13. Term of Agreement

This Agreement shall be effective upon signature by authorized representatives of the Parties hereto, and, unless terminated sooner, shall remain in full force and effect until . Within 10 calendar days of execution of this Agreement, the IC issuing this Agreement shall provide a copy of it to all other ICs.

# 14. Termination of Agreement

A. The Recipient may terminate this Agreement for any reason upon receipt of 10 calendar days' written notice to the IC issuing this Agreement.

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- B. If the Recipient has failed to comply with any of the terms of this Agreement, the relevant IC, or the SHPO, after providing the Recipient receipt of 10 calendardays' written notice specifying the defaults to be remedied, and if such defaults are not remedied in the time specified, may terminate this Agreement for cause.
- C. Upon termination of this Agreement, the Recipient shall immediately cease using CHRIS Data, certify in writing to the IC issuing this Agreement that CHRIS Data shall not be further used in any way, and pay any outstanding balances due the IC(s).
- D. Upon termination of this Agreement, the Recipient shall be denied access to any new CHRIS Data not currently in the Recipient's possession, and all processing of any CHRIS Data Requests submitted by the recipient shall cease immediately at all ICs.
- E. Upon termination of this Agreement, within 10 calendar days the IC issuing this Agreement shall notify all other ICs of same.

# 15. Dispute Resolution

If the Recipient wishes to appeal a decision regarding this Agreement, the appeal shall be submitted in writing to the relevant IC Coordinator and include a statement of the basis of the appeal with supporting documentation as appropriate. The IC Coordinator shall respond in writing to the appeal within 15 calendar days of receipt of the appeal. If the IC Coordinator's decision does not satisfy the Recipient, the Recipient may, within 15 calendar days of receipt of the IC Coordinator's decision, appeal the decision to the SHPO. This appeal shall be submitted in writing with supporting documentation as appropriate. The SHPO shall consult with the relevant IC Coordinator and respondin writing to the appeal within 30 calendar days of its receipt. The decision of the SHPO shall be final.

# 16. Liability

Recipient agrees that the SHRC, the SHPO, OHP, and the IC(s) shall not be liable under any circumstances for lost revenue or other consequential damage arising out of or related to the use of the CHRIS Data, if the CHRIS Data does not enable the Recipient to achieve the objectives for which the CHRIS Data was acquired, or if the CHRIS Data are lost, corrupted, or otherwise damaged following the Recipient's receipt of the CHRIS Data.

#### 17. Indemnification

Recipient agrees to indemnify, defend, and save harmless the State of California, the SHRC, the SHPO, OHP, the ICs, and each of their officers, agents, and employees from

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any and all claims and losses accruing or resulting to any and all persons or entities who may be injured or damaged by the Recipient, Responsible Individual, Authorized Users, or Allowable Users in the performance of this Agreement.

# 18. Compliance with Laws

Recipient, Responsible Individual, Authorized Users, and Allowable Users shall comply with all applicable Federal, State, and local laws, regulations, and ordinances.

#### 19. Amendment

- A. This Agreement, including but not limited to the Term of Agreement, may only be amended by written agreement signed by the Recipient and the IC issuing this Agreement. Within 10 calendar days of execution of an amendment, the IC issuing the Amendment shall provide a copy of the amendment to all other ICs.
- B. This Agreement, other than the Term of Agreement and the named Responsible Individual, may not be amended without written approval of the SHPO.

# 20. Assignment

This Agreement is not assignable by either Party, in whole or in part, without prior written consent of the other Party, which shall not be withheld unreasonably. Any such transfer or assignment made in violation of this section shall be void.

# 21. Force Majeure

Neither Party shall be responsible for delays or failures to comply with the terms of this Agreement resulting from events or other factors beyond their control, including, but not limited to, fire, flood, earthquake, natural disaster, nuclear accident, act of war or terrorism, labor strike or lockout, riot, freight embargo, or governmental statutes or regulations superimposed after the fact.

# 22. Jurisdiction

This Agreement shall be governed by the laws of the State of California.

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# 23. Severability

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be severable from this Agreement and the remaining terms, covenants, conditions, and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Recipient:	
Under penalty of perjury, the undersigned represents and warrar full authority to execute this Agreement on behalf of the Recipier agrees to the terms and conditions of this Agreement, and warra the Recipient with the terms and conditions of this Agreement.	nt, understands and
(Printed Name of Recipient)	
By:	Date:
(Signature of Responsible Individual)	
(Printed Name and Title of Responsible Individual)	
IC (on behalf of SHPO):	
(Printed Name of IC)	
By:	Date:
(Signature of IC Representative)	
(Printed Name and Title of IC Representative	

**SIGNATORIES:** 

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# **CHRIS Authorized User Form**

Access and Use Agreement No.:	
Held By:	
I, the undersigned, have read, understand, and	agree to comply with the terms of CHRIS Information Access and, under which I am being granted authority to request CHRIS e CHRIS. By signing below, I am acknowledging my acceptance
Print Name	Date
Signature	
Title	Company Name
Information Center Use Only	
Information Center:	
Approved by:	
Date Approved:	

# **CHRIS Information Conditional Use Agreement**

I, the undersigned, ha ("Agreement Holder"	') whom is ope	rating unde					-
Number	, to utilize the b						plied by the Information
System.		_	Conton of	the Gamon	na motorio	ai 1100001000	mormation
I have read and shall a attest to the intended r	_	•		originating A	ccess and l	Jse Agreeme	nt and further
Receipt of Confidentia	CHRIS Data?			_			
Receipt of Non-Confid	ential CHRIS Data?			_			
I attest that I have only received the above referenced historical resources data included in the areas indicated on a attached map(s) and that I will return the data to the Agreement Holder or destroy the data upon completion of the work for which it was originally required. Furthermore, the data received can only be used for the associated work for which have been contracted by and / or that I have agreed to with the Agreement Holder.						n of the work	
Project / Purpose / Ne	ed for Access:						
I understand that any access to such informa subject to the excepti Confidential CHRIS Da of the appropriate Info	ation, as specified in S ons listed in Section ata that I receive shall	Section III (A-E 5 of the orig not be disclos	E) of the CHI pinating Acc sed in in pub	RIS Informati ess and Use licly distribut	on Center F e Agreemer	Rules of Opera nt. I underst	ation Manual, and that any
I agree to submit histo Access Agreement to						mation releas	ed under this
<u>I understand that fail</u>	ure to comply with t	he above tern	ns and with	those term	s included l	in the origina	nting Access
and Use Agreement	shall be grounds fo	r denial of ac	cess to CH	RIS Informa	tion.		
Print Name:					Date:		
Affiliation:			<del> </del>				
Address:				ato:	7	in:	
City:							
Information Center	Use Only:						
Approved by:							
Date Approved:							

# CHRIS ACCESS AGREEMENT SHORT FORM

		Number:
		s to historical resources information on file at theer of the California Historical Resources Information System.
qualify for access to su	ch information, as speci	rmation I receive shall not be disclosed to individuals who do not ified in Section III(A-G) of the CHRIS Information Center Rules of documents without written consent of the Information Center
		and Reports based in part on the CHRIS information released n Center within sixty (60) calendar days of completion.
I agree to pay for CHF receipt of billing.	RIS services provided ι	under this Access Agreement within sixty (60) calendar days of
I understand that failure Information.	e to comply with this Ac	ccess Agreement shall be grounds for denial of access to CHRIS
Print Name:		Date:
Signature:		
Affiliation:		
Address:		City/State/Zip:
Billing Address (if different	t from above):	
Telephone:	Fax:	Email:
Purpose of Access:		
Reference (project name or	number, title of study, and stree	et address if applicable):
County:	Township/Range/Se	ection or UTMs:
USGS 7.5' Quad:		

# **CHRIS Data Request Form**

ACCESS AND USE AGREEMENT NO.:	IC	FILE NO.:	
To:		Informat	ion Center
Print Name:		Date:	
Affiliation:			
Address:			
City:	State:	Zip:	
Phone: Fax:	Email:		
Billing Address (if different than above):			
Project Name / Reference:			
Project Street Address:			
County:			
Township/Range/UTMs:			
USGS 7.5' Quad(s):			
PRIORITY RESPONSE (Additional Fee): yes () n	0O		
TOTAL FEE NOT TO EXCEED: \$			
Special Instructions:			
Information Center Use Only			
Date of CHRIS Data Provided for this Request:			
Confidential Data Included in Response: yes () no	0		
Notes:			

# **CHRIS Data Request Form**

Include the following information (mark as necessary) for the records search area(s) shown on the attached map(s) or included in the associated shapefiles. Shapefiles are the current CHRIS standard format for digital spatial data products.

#### NOTE: All digital data products are subject to availability - check with the appropriate Information Center.

Mark one map choice only

1. Map Type Desired: Digital map products will be provided only if they are available at the time of this request. Regardless of what is requested, only hard copy hand-drawn maps will be provided for any part of the requested search area for which digital map products are not available at the time of this request. There is an additional charge for shapefiles, whether they are provided with or without Custom GIS Maps.

	,	
	Custom GIS Maps O Shapefiles O Custom G	Maps <u>and</u> Shapefiles Hard Copy Hand-Drawn Maps <u>only</u> C
	Any selection below left	nmarked will be considered a "no. "
2a.		Within project area Withinradius
	ARCHAEOLOGICAL Resource Locations* NON-ARCHAEOLOGICAL Resource Locations Report Locations* Resource Database Printout* (list) Resource Database Printout* (detail) Resource Digital Database Records (spreadsh Report Database Printout* (list) Report Database Printout* (detail) Report Digital Database Records (spreadsheel ARCHAEOLOGICAL Resource Record copies* PDFO/ Hard CopyO NON-ARCHAEOLOGICAL Resource Record copies* PDFO/ Hard CopyO Report copies**: PDFO/ Hard CopyO	yesO/ noO         yesO/ noO           yesO/ noO         yesO/ noO           yesO/ noO         yesO/ noO           yesO/ noO         yesO/ noO
	OUR Historia Brown outline Bireaton **	Only directory listing Associated documentation
	OHP Historic Properties Directory** within project area within mi radius	yes O/ no O yes O/ no O yes O/ no O
	OHP Archaeological Determinations of Eligibil within project area within mi radius	yesO/ noO yesO/ noO yesO/ noO yesO/ noO
	California Inventory of Historical Resources (1 within project area within mi radius	yes () no () yes () no () yes () no ()

<sup>+</sup> In order to receive archaeological information, requestor must meet qualifications as specified in Section III of the current version of the California Historical Resources Information System Information Center Rules of Operation Manual and be identified as an Authorized User under an active CHRIS Access and Use Agreement.

<sup>\*</sup> These documents may be supplied as PDF files, if available

<sup>\*\*</sup> Includes, but is not limited to, information regarding National Register of Historic Places, California Register of Historical Resources, California State Historical Landmarks, California State Points of Historical Interest, and historic building surveys.

# **CHRIS Data Request Form**

**2b.** Listed below are sources of additional information that may be available at the Information Center. Indicate if a review and documentation of any of the following types of information is requested.

Caltrans Bridge Survey	yes O	noO
Ethnographic Information	yes O/	no 🔾
Historical Literature	yes O	no 🔾
Historical Maps	yes O	no 🔾
Local Inventories	yes O	no 🔾
GLO and/or Rancho Plat Maps	yes 🔾	no 🔾
Shipwreck Inventory	yes <b>O</b> /	no 🔾
Soil Survey Maps	yes O	no 🔾

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHAEOLOGY

Name:		Date:
Affiliation:		
Phone:	Cell Phone:	Fax:
· ·	ne:	
Date:	Institution:	
Minimum professional qua closely related field plus:	alifications in Archaeology are a	graduate degree in archaeology, anthropology, o
1. At least one year of furesearch, administration, c		or equivalent specialized training in archaeologica
Experience:		
,		_ Total (at least 1 year):
Reference(s) (Supervisor)	- Name, Institution, Phone Numb	per, and Email:
		_
		perience in general North American Archaeology.
Ехрепенсе.		
Dates:		
		Total (at least 4 mos.):
		per, and Email:
( ) ( 1 ,	, ,	,
3. Demonstrated ability to	carry research to completion:	

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHAEOLOGY (continued)

In addition to these minimum qualifications:

A professional in prehistoric archaeology shall have at least one-year full-time professional experience at supervisory level in the study of archaeological resources of the prehistoric period.  Experience:			
Dates:			
	Total (at least 1 year):		
Reference(s) (Supervisor) - Name, Institu	tion, Phone Number, and Email:		
A professional in historical archaeology supervisory level in the study of archaeology	y shall have at least one-year full-time professional experience at ogical resources of the historical period.		
Experience:			
	· · · · · · · · · · · · · · · · · · ·		
Datas			
Dates:			
	Total (at least 1 year):		
Reference(s) (Supervisor) - Name, Institu	tion, Phone Number, and Email:		

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHITECTURAL HISTORY

Name:		Date:
Phone:	Cell Phone:	Fax:
Degree Obtained / Disc	ipline:	
Thesis Title:		
Date:	Institution:	
restoration architecture other professional instit	with an academic institution, histor	riting, or teaching in American architectural history or ical organization or government agency, museum, or
Duration (wks/mos):	Total	(at least 2 years):
Reference(s) (Supervis	or) - Name, Institution, Phone Num	ber, and Email:
2. Or, substantial contri American architectural Citation:	history.	ation to the body of scholarly knowledge in the field of

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: ARCHITECTURE

This form shall be completely filled out and accompanied by the applicant's professional curriculum vitae and a completed Historical Resources Consultants List Format and Fee Worksheet (see Appendix 14 of the CHRIS Information Center Rules of Operation Manual).

Name:		Date:
Affiliation:		
Email:		
		Fax:
California Architectural Licens	e #:	
Minimum professional qualifi	cation in Architecture in the	State of California is a State License to practic

Minimum professional qualification in Architecture in the State of California is a State License to practice architecture.

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: HISTORIC ARCHITECTURE

Name:	Date:	
		Fax:
California Architectural I	License #:	
architecture. Minimum p	professional qualification in Histo	the State of California is a State License to practice orical Architecture also includes one of the following.
planning, or closely rela		reservation, American architectural history, preservation
Degree:		Date:
		stitution:
Thesis Title:		
•	·	nce on historical preservation projects:
Dates:		
		Total (at least 1 year):
		umber, and Email:
	.,,	

# HISTORICAL RESOURCES CONSULTANTS LIST APPLICATION: HISTORY

Name:		Date:
Email:		
Phone:	Cell Phone:	Fax:
Degree Obtained / Disc	cipline:	
At least two years or professional activity with professional institution.	h an academic institution, historica	writing, teaching, interpretation, or other demonstrable I organization or government agency, museum, or other
Duration (wks/mos):	Total	(at least 2 years):
Reference(s) (Supervis	sor) - Name, Institution, Phone Nur	mber, and Email:
American architectural		cation to the body of scholarly knowledge in the field of

# HISTORICAL RESOURCES CONSULTANTS LIST FORMAT AND FEE WORKSHEET

This worksheet shall be completely filled out and accompany the Historical Resources Consultants List Application(s) for listing requested under the discipline(s) checked below (see Appendices 9-13 of the CHRIS Information Center Rules of Operation Manual). The fee for listing is \$150.00 per person per year. Payment for listing shall be included with the Consultants List Application(s) and this worksheet.

<u>Requested Listing Format</u>. Choose one of the following formats for your listing: (1) by applicant name only; (2) by applicant name followed by consulting firm; or (3) by consulting firm followed by applicant name.

Total enclosed: \$150.00

Please make checks payable to UC Regents.

Submit completed worksheet, Historical Resource Consultants List Application(s), and remittance to: Coordinator, Eastern Information Center, c/o Dept. of Anthropology, University of California Riverside, Riverside, CA 92521-0418.