

# ARCHAEOLOGICAL ASSESSMENT OF THE ST. PIUS MISSION SCHOOL SITE

Proposal by

Bureau of Applied Research in Anthropology, University of Arizona

1009 E Campus Dr., Tucson, AZ 85721

Investigators: François B. Lanoë and M. Nieves Zedeño

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March 22, 2022



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February 11, 2022

To the Skagway Traditional Council and Municipality of Skagway:

I am transmitting the research proposal entitled "Archaeological Assessment of St. Pius Mission School Site, Skagway, Alaska." The project manager for this proposal is a faculty member at the Bureau of Applied Research in Anthropology (BARA) at The University of Arizona and has the expertise in archaeology and collaboration with Indigenous communities that is needed to successfully complete this project.

The project will entail a cultural resource assessment of the St. Pius Mission School Site, identification of potentially culturally sensitive materials (e.g., graves), artifact analysis, and report writing. Dr. François Lanoë and Dr. Nieves Zedeño have an extensive record of successful grant writing, timely project completion including the preparation of technical reports, and publication in refereed journals with the knowledge and permission of tribal authorities.

Our institution is positively and firmly committed to provide the resources needed to successfully conduct and manage this project. Should you require additional information, please contact me.

Sincerely yours,

A handwritten signature in blue ink that reads "Diane E. Austin".

Diane Austin  
Professor and Director  
School of Anthropology

## PROPOSAL NARRATIVE

The Bureau of Applied Research in Anthropology at the University of Arizona, Tucson (BARA) is submitting this proposal for the archaeological assessment of the St. Pius Mission School Site in Skagway, Alaska.

### **A. Project Understanding and Approach**

#### *Background*

Boarding schools in Indigenous communities are a contested legacy of the European colonization of North America that holds strong political and memorial ramifications today. In essence, implementation of boarding schools in the late 19<sup>th</sup> and early 20<sup>th</sup> centuries followed policies by governments (US and Canada) and churches to assimilate Indigenous youth into “mainstream” Euro-American ways. While Indigenous students’ experiences may have been varied, the boarding school system was often forced upon communities in opposition to traditional practices of education and settlement. In many cases this system destroyed family and community structure and displaced individuals, thus creating lasting consequences of acculturation and trauma. Recent publicized finds of numerous graves in Canadian residential schools have shown that at least in some cases, the boarding school system was genocidal in nature.

Skagway and the adjacent regions of southeast Alaska constitute the traditional territory of the Tlingit nation. This territory has yielded archaeological evidence of occupation since at least 12,000 years ago (calibrated years Before Present), with human remains on Prince of Wales Island of an individual named *Shuká Káa* by the Tlingit Nation. Intensive occupation of the region seems to have occurred later, with strong evidence of marine-oriented economies and coastal settlement by 5000 years ago. The record becomes increasingly better known by AD 1000, at which point much of the archaeological record bears strong similarities with Tlingit material culture as documented by early European explorers. An intense period of fur trade developed between the Tlingit and European settlers starting in the 18<sup>th</sup> century, as did conflict between Tlingit villages and Russian then US military. In the late 19<sup>th</sup> century, Skagway became a major travel point of the Klondike goldrush.

#### *Scope of Work and Proposed Objectives*

The St. Pius (Pius X) Mission School site was open from 1932 to 1959 and served about 60 indigenous children. It was run by nuns from the Sisters of St. Ann congregation. Children were brought from as far as Kodiak Island and Nome to attend school. Because the school site is currently slotted for development, the Skagway Traditional Council (STC) has asked that an archaeological study, including Ground Penetrating Radar (GPR) survey of the school grounds and test excavations, be conducted prior to any new ground-disturbing activity.

The BARA team has in the recent past worked closely with tribal authorities in the design and completion of archaeological survey and excavation projects as well as in the documentation of traditional and historic properties within tribal reservations. Our approach is to develop equal partnerships where Indigenous voices, knowledge transfer protocols, and worldviews are respected and included in research design, project activities, and deliverables. Thus, consultation with STC members as well as with funding partners will be instrumental in guiding the project to successful completion.

We will conduct a full archaeological assessment of the property, as follows.

Archival research objectives and activities:

1. Historical maps and construction plans for the school building will be sought to serve as a guide for pedestrian archaeological survey and GPR.
2. Documents from the Sisters of St. Ann will be sought to better understand the conditions under which the school was managed by the Sisters.
3. Local and national archives will be searched for documents, ethnographies, and photographs associated with the community, the school, and the Indigenous children who attended it.
4. Consultation with the STC and, potentially, interviews will help identify documents and photographs that may be in the possession of tribal members.

Survey objectives and activities:

1. A pedestrian survey guided by construction plans (if available) will entail shoulder-to-shoulder coverage of the school grounds and Total Station mapping to record artifacts and features, and estimate the extent of ground disturbance.
2. A GPR survey, subcontracted to the company Northern Land Use Research Alaska, LLC, will be deployed to identify subsurface features and structure remains as well as outdoor areas associated with school activities.

Excavation objectives and activities:

Excavations will be guided by the results of pedestrian and GPR surveys. The objectives of subsurface testing are to ground-truth survey results, recover artifacts associated with children and school activities, and potentially recover human remains for retrieval and reburial.

Management and Outreach activities:

A management plan for the property will be developed according to archaeological research findings. Consultation with the STC will be paramount to the success of this project, in order to learn their concerns and knowledge about the school and to identify the most culturally appropriate means to disseminate knowledge to the public and to educate the community about the school.

Public dissemination of information about the property will be attained through newspaper articles, a web page designed by BARA and managed by the STC or the community, presentations to the community and the public, and scholarly publications.

For educational purposes, a “traveling trunk” with information about the school to be used by schoolteachers may be designed in consultation with the STC.

We understand that there are potential impediments to the successful completion of this project, including, but not limited to, finding extensive disturbance in the property that would preclude substantive interpretation of the archaeological record; absence of relevant archival information for identifying structures and features; and factors beyond the manager’s control, including inclement weather.

#### *Proposed Methodology*

We will combine archival and field research. All steps of the research will be conducted in consultation with the Municipality of Skagway (MOS) and STC for approval and input. Consultation will serve to define which research activities take place, and how thorough they may be (e.g. number and location of subsurface tests). It is understood that the chosen methodology will impact the project costs (see budget section).

Initial pre-field activities will entail several steps. Lanoë will conduct a review of the literature related to the St Pius Mission School and identify locations where archives may be curated. He will obtain digital copies of relevant archives and visit the repositories as needed. In parallel, Lanoë will consult with the Alaska Office of History and Archaeology to obtain information on previously recorded sites in the area of interest and obtain necessary permits for field research. Lanoë and Zedeño will consult with the STC to establish protocols for managing human remains and grave goods if encountered in the field, for curation and long-term storage of any recovered materials, and for ethnographic interviews conducted for the project.

Initial field assessment of the site will include a surface and Ground-Penetrating Radar (GPR) surveys. We will map the property by Total Station and establish a survey grid. Depending on the area to be surveyed, we will conduct GPR over the entire property or sample areas of higher potential. Initial GPR survey will be conducted with a 200 MHz antenna to ensure adequate depth coverage (expected > 4 m) in the event of deep features (e.g. basements). A 400 MHz antenna, achieving higher resolution but shallower depth coverage (expected ~2 m), will be used in areas where potential human burials or other features of interest are suspected. Surface survey will focus on recording the modern surface infrastructure, related ground disturbance, and surface materials associated with the Mission School if any. This survey will proceed at a 2-to-5-meter interval, with recording of features and materials by Trimble (~0.5 m precision) and/or Total Station (< 0.01 m precision).

Upon analysis of the GPR results, Lanoë will select locations for subsurface testing to maximize potential for underground structures, features, and, depending on STC needs, human burials. Initial testing will consist of shovel tests (30 x 30 cm) at 10 or 20 m interval. If deemed necessary those will be expanded to test units (1 x 1 m, excavation by trowel and 5 to 10 cm levels). Where burials are suspected, excavation

will be conducted in 1x1 or larger units. All sediments will be screened on a 1/4 or 1/8 inch mesh, depending on sediment type, to recover materials – the sterile sediment will then be used to backfill the tests. Any archaeological materials will be collected along with soil samples. All features and selected stratigraphic profiles will be drawn. If human remains are encountered, we will proceed with agreed protocols with STC and law enforcement.

Material analysis and curation will take place in the laboratory. All materials and samples will be catalogued and curated for long-term storage. Study of the materials will focus on description (e.g. size, weight, type of material) and identification using comparative collections (e.g. faunal remains, glass containers, metal objects). Selected objects will be sent for radiometric dating (e.g. radiocarbon). If recovered, human remains will be studied, in Skagway, following pre-approved protocols between BARA and STC. All materials brought to the University of Arizona for analysis remain owned by MOS and/or STC and will be returned to Skagway at the end of the project or deposited at a curatorial facility agreed to by MOS and/or STC.

Interviews with elders will follow a participatory, Indigenous-centered methodology that aims to assess the concerns and needs of the community in relationship to the project area. We will use both focus group discussions to orient consultants in the project goals and to learn from them their needs and concerns and what they want to learn/achieve through the project; and private semi-structured interviews with each consultant, on site or in a location of choice to obtain in-depth information about personal/ community attachments to the property. Consultants will be identified in consultation with STC.

All spatial data from the project (e.g. satellite pictures, plans, maps, Trimble dataset) will be integrated in a GIS database on ESRI ArcMap. All media documentation will be stored in standard format (e.g. mp3, avi, jpeg).

#### *Deliverables*

A BARA report will be presented to the Municipality of Skagway and STC in both paper and digital copies. Both the municipality and STC will have the opportunity to comment and request revisions on a draft report before a final report is completed. The report will highlight the work conducted at the property and with community members and the findings from the project. It will include a series of maps combining archival documents, archaeological findings, photographs, areas of disturbance, and estimated areas of high archaeological potential. Alongside the report, BARA will provide all raw data from the project in standard digital formats (e.g. pdf, jpeg, mp3, avi, mxd, gpx).

The report will include recommendations for future management of the site, opportunities for future work and/or fundraising, and for activities that improve public awareness of the site, including potential for exhibition of archaeological materials. BARA will deliver two public presentations to the funding partners, STC, and the community, highlighting the project findings and their relevance to community members at large.

BARA will work with the Alaska Office of History and Archaeology to create or update the site record and process any nomination to the National Register of Historic Places, if deemed necessary.

Results of the project may form the basis of scholarly presentations and/or publications. No such use may be conducted without prior approval and concertation with MOS and STC.

#### *Proposed Work Schedule*

The duration of the project is 12 months from the date of the award. Preparation and consultation with MOS and STC will begin upon signing of the contract (expected early April 2022). Archival work will be conducted as soon as feasible thereafter. GPR survey will follow archival work with a target period preceding the opening of the RV park (May 15). Subsurface survey will proceed once GPR results have been analyzed later in the summer or in the early Fall. Ethnographic interviews will be conducted at the convenience of STC and consultants. Analysis of human remains will be conducted as soon as feasible after the survey. We expect to present a draft project report for comment before the end of year 2022. Final report and presentation of project results will be completed upon review by MOS and STC (30-90 days).

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
archival	x	x							
GPR		x							
subsurface					x	x			
ethnography					x	x			
human remains						x	x		
reporting							x	x	

## B. Proposed Project Manager

François Lanoë, Ph.D., has 15 years of experience in archaeology, including 9 years in Alaska, and 9 years of experience in community-based participatory research with North American Indigenous communities. Recently Lanoë has directed several surveys and excavations in subarctic and arctic Alaska. He has also directed surveys and analyses of several post-contact (historic) sites in the Blackfeet Indian Reservation of Montana. He has co-lead with Zedeño the Blackfoot Early Origins Program, in Montana and Alberta, that establishes the deep-time antiquity of Blackfoot occupation of their traditional territory. As part of this latter project Lanoë developed, in collaboration with the Blackfeet THPO, an interactive atlas of the Blackfoot traditional territory that combines archaeological and traditional knowledge. Lanoë will coordinate and supervise, in collaboration with the rest of the team, all aspects of this project. Lanoë's resume is attached at the end of this proposal.

## C. Proposed Project Team

The project team consists of individuals highly experienced in archaeology, CRM, and community-based participatory research.

M. Nieves Zedeño, Ph.D., is a Professor at BARA. Her expertise is in landscape archaeology and traditional land use histories in relationship with former and current hunter-gatherer communities. She brings 27 years of experience working with Native American tribes in the Southwest, Great Basin, Great Lakes, and Plains regions. Zedeño has published extensively about the integration of Indigenous and scientific frameworks in archaeology. Her most relevant research includes the archaeological survey of the Blackfeet Boarding School and the Indian Agency in Badger Creek in Browning, Montana, and associated ethnographic interviews. Zedeño will lead the ethnographic component of the project and participate in the archaeological work. Zedeño's resume is attached at the end of the proposal.

Additional BARA crew will include two Research Assistants selected among a group of four University of Arizona Ph.D. students. All four have a Master's degree in anthropology, have extensive experience in CRM archaeology, and previous experience working with Indigenous communities under supervision of Lanoë and Zedeño.

Personnel	Position	Responsibilities	Years of Experience	Notes
Lauren Bridgeman, M.A.	Ph.D. Student, Research Assistant	Survey, excavation	11	extensive experience in CRM and in archaeological work with Indigenous communities
Evelyn Pickering, Ph.D.	Senior Research Technician	Ethnographic Interviews	12	extensive experience in community-based participatory research
Lucas Reis, M.A.	Ph.D. Candidate, Research Assistant	Survey, excavation	14	extensive experience in CRM
Danielle Soza, M.A.	Ph.D. Candidate, Research Assistant	Survey, excavation	9	extensive experience in archaeological work with Indigenous communities

BARA will subcontract Northern Land Use Research Alaska, LLC, a company with long expertise in Ground Penetrating Radar (GPR) and its use in archaeological sites (<https://northernlanduse.com/staff/>). BARA will hire a University of Arizona physical anthropologist in case of discovery of human remains in unmarked graves, as might be expected at mission boarding schools of the 20<sup>th</sup> century. The University of Arizona and Arizona State Museum employs several physical anthropologists with M.A. or higher degrees under the supervision of Dr. James Watson; the museum has extensive experience with the repatriation of human

remains and burial objects under the Native American Graves Protection and Repatriation Act (NAGPRA). We have identified

#### **D. Firm Resources and Experience**

BARA ([www.bara.arizona.edu](http://www.bara.arizona.edu)) has been conducting research and contracts with Indigenous communities of North America since 1952, including extensive NAGPRA cultural affiliation assessments and repatriation procedures, and archaeological and ethnographic resource surveys for Federal agencies and tribal entities. Under the direction of M. Nieves Zedeño, it includes two secure labs dedicated to house artifact collections as well as ethnographic databases, audiotapes, maps, and archives. It is equipped with stereoscopic microscopes; digital cameras and scales; Leica TS16 Total Station; GPS and Trimble units; six desktop computers; cartography (ESRI, Garmin) and imaging (Adobe Illustrator & Photoshop) software; three printers and scanners; and basic laboratory tools and materials. BARA crew is an integral part of the School of Anthropology (SoA) at the University of Arizona and as such has access to laboratories and facilities of the SoA, the Arizona State Museum, and the University of Arizona at large. Those include zooarchaeological and human osteology comparative collections, high-resolution microscopy and photography, and a vast breadth of expertise in archaeology and anthropology. Additionally, the University of Arizona houses the world's-renowned Laboratory of Dendrochronology, where samples from structural wood, if found, may be analyzed and dated.

All University of Arizona employees and students are fully insured while on duty. All relevant information about the institution as well as insurance and liability may be found here:

<https://research.arizona.edu/administration/institutional-information>

<https://risk.arizona.edu/insurance/liability-coverage-and-claims>

The project manager will remain in that capacity throughout the conduct of the project.

#### **E. References**

John R Murray

Blackfeet Historic Preservation Officer, Montana

406-370-8469

[jmflysdown@icloud.com](mailto:jmflysdown@icloud.com)

Jo'Etta Plumage

Bureau of Indian Affairs Archaeologist, Montana

406-247-7911 (office)

406-850-9114 (cell)

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Lanoë and Zedeño conducted numerous projects for Murray and Plumage, most of them in the Blackfeet Indian Reservation, Montana. Those include survey by Zedeño of the Blackfeet Boarding School in 2013, and a survey by Lanoë and Zedeño of the Blackfoot Agency on Badger Creek in 2018. The Boarding School Survey yielded two academic papers<sup>1</sup>.

Reports:

- Lanoë, F.B., Soza, D.R., Pickering, E.R., and Zedeño, M.N. (2019). *Four Horns Lake Archaeological Survey Area of Potential Effect and Owl Child Complex*. University of Arizona Bureau of Applied Research in Anthropology Report for the Bureau of Indian Affairs, Billings, Montana, and the Blackfeet Tribe Historic Preservation Office, Browning.

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<sup>1</sup> White III, W.A., and Bethke, B.E. (2019). Landscapes of Resilience at the Cut Bank Boarding School, Montana. In Äikas, T. and Almi, A.-K. (ed.), *The Sound of Silence: Indigenous Perspectives on the Historical Archaeology of Colonialism*. Berghahn Books.

Bethke, B.E. (in rev.). Recent Zooarchaeological Investigations at the Boarding School Site (24GL0302), Glacier County, Montana. *Plains Anthropologist*.

- Lanoë, F.B., and Zedeño, M.N. (2019). *Archaeological Monitoring at Glacier Route Three*. University of Arizona Bureau of Applied Research in Anthropology Report for the Office of Federal Lands Highway, Vancouver, Washington, and the Blackfeet Tribe Historic Preservation Office, Browning.
- Zedeño, M.N., Lanoë, F.B., Pickering, E., Soza, D.R., and Edwards, V. (2018). *Historic Site Nomination for the Old Indian Agency at Badger Creek, Blackfeet Indian Reservation, Montana*. University of Arizona Bureau of Applied Research in Anthropology Report prepared for the Blackfeet Tribal Historic Preservation Office.
- Pickering, E.R., Lanoë, F.B., Soza, D.R., and Zedeño, M.N. (2019). *Old Agency on Badger Creek Historical and Archaeological Assessment*. University of Arizona Bureau of Applied Research in Anthropology Report for the Bureau of Indian Affairs, Billings, Montana, and the Blackfeet Tribe Historic Preservation Office, Browning.
- Zedeño M.N., Pailles, M., White III, W.A., and Edwards, V. (2015). *Archaeological and Historical Assessment of the Blackfeet Boarding School, Blackfeet Indian Reservation, Montana*. University of Arizona Bureau of Applied Research in Anthropology Report prepared for the Blackfeet Tribal Historic Preservation office and the Montana Bureau of Indian Affairs.

Dr. Carl Davis

Emeritus U.S. National Forest Archaeologist, Missoula, MT

406-461-2308

[cmdavis1134@icloud.com](mailto:cmdavis1134@icloud.com)

Zedeño and BARA have worked on 3 U.S. National Forest projects involving Indigenous culturally significant properties under the management of Dr. Carl Davis.

- Zedeño, M.N. (2015). *Traditional Cultural Property Nomination for Chicago Peak, Kutenai National Forest, Montana*. Report prepared for the US Forest Service and the Salish and Kutenai Consolidated Tribe. Bureau of Applied Research in Anthropology, The University of Arizona, Tucson.
- Zedeño, M.N., and Murray, J.R. (2014). *Traditional Cultural District Nomination for the Badger-Two Medicine Region, Lewis & Clark National Forest, Montana*. Report prepared for the US National Forest and the Blackfeet Tribe. Bureau of Applied Research in Anthropology, The University of Arizona, Tucson.
- Zedeño, M.N. and Moore, K. (2013). *Traditional Cultural Property Nomination for Kutenai Falls, Kutenai National Forest, Montana*. Report prepared for the US Forest Service and the Salish and Kutenai Consolidated Tribe. Bureau of Applied Research in Anthropology, The University of Arizona, Tucson.

## **F. Fee Proposal**

Fees listed below are estimates. Among other parameters they will depend on MOS and STC interests in what aspects of the project may be included (e.g. ethnographic interviews), how thorough each aspect of the study may be (e.g. number of tests); and on the type of findings (e.g. human remains). It is expected that travel costs will vary depending on season of travel and possible assistance from the Municipality.

	Rate	Amount	Cost - low	Cost - high
<b>Planning and archival research</b>				
salary, Lanoë	\$195 /day (ERE 31%)	10-15 days	2555	3832
<u>travel to Victoria, BC (if necessary)</u>				
airfare Tucson - Victoria	\$700		700	700
per diem and housing (Department of Defense rates)	\$337 /day	2-5 days	674	1685
<u>travel to Skagway (if necessary)</u>				
airfare Tucson - Skagway	\$900		900	900
per diem and housing (Department of Defense rates)	\$345 /day	2-5 days	690	1725
<b>SUBTOTAL</b>			<b>5519</b>	<b>8842</b>
<b>GPR survey</b>				
GPR contractor (includes travel and reporting costs, see attached)		3 days	13127	13127
salary, Lanoë	\$195 /day (ERE 31%)	3-5 days	766	1277
airfare Tucson - Whitehorse	\$800		800	800
vehicle rental & fuel	\$800 /week	3-5 days	800	800
per diem and housing (Department of Defense rates)	\$345 /day	3-5 days	1035	1725
<b>SUBTOTAL</b>			<b>16528</b>	<b>17729</b>
<b>Subsurface survey</b>				
salary, Lanoë	\$195 /day (ERE 31%)	5-10 days	1277	2555
salary, Zedeño	\$579 /day (ERE 31%)	5-10 days	3792	7585
salary, BARA crew (2)	\$160 /day (ERE 1.7%)	5-10 days	1627	3254
field supplies & delivery	\$1,000		1000	1000
airfare Tucson-Whitehorse	\$800		3200	3200
Truck rental & fuel	\$1500-2000 /week	5-10 days	1500	4000
per diem and housing (Department of Defense rates)	\$345 /day	5-10 days	5175	13800
<b>SUBTOTAL</b>			<b>17572</b>	<b>35394</b>
<b>Ethnographic interviews</b>				
salary, Zedeño or Pickering	\$195 /day or \$579 /day (ERE 31%)	5 days	1277	3792
airfare Tucson-Skagway	\$900		900	900
per diem and housing (Department of Defense rates)	\$345 /day	5 days	1725	1725
Elder consulting	\$250 /elder	5-10	1250	2500
Slagway Traditional Council Oversight	est. \$2000		2000	2000
<b>SUBTOTAL</b>			<b>7152</b>	<b>10917</b>
<b>Human Remains Analysis</b>				
salary, physical anthropologist	\$160 /day (ERE 1.7%)	2-5 days	325	814
airfare Tucson - Skagway	\$900		900	900
per diem and housing (Department of Defense rates)	\$345 /day	2-5 days	690	1725
<b>SUBTOTAL</b>			<b>1915</b>	<b>3439</b>
<b>Analysis &amp; Reporting</b>				
salary, Lanoë	\$195 /day (ERE 31%)	20 days	5109	5109
salary, ethnographer (Zedeño or Pickering)	\$195 /day or \$579 /day (ERE 31%)	5 days	1277	3792
salary, physical anthropologist	\$160 /day (ERE 1.7%)	5 days	814	814
radiocarbon dating	\$500 /date	5	2500	2500
<b>SUBTOTAL</b>			<b>9700</b>	<b>12215</b>
<b>TOTAL DIRECT COSTS</b>			<b>58386</b>	<b>88536</b>
Indirect Costs (26%)			15180	23019
<b>TOTAL COSTS</b>			<b>73567</b>	<b>111555</b>

## RESUME - François Lanoë

### Positions

Assistant Research Professor, Bureau of Applied Research in Anthropology, U. of Arizona  
Research Affiliate, Archaeology Department, U. of Alaska Museum of the North

### Education

Ph.D. Anthropology, 2017, University of Arizona, Tucson.

### Current Awards

- 2021-23 National Science Foundation, *Expanding Knowledge Co-Production and Translational Activities in K-12 Tribal Education*. \$182K
- 2020-22 National Science Foundation, *Origins, Archaeology & Indigenous Mapping during Covid-19*. \$87K
- 2019-22 National Science Foundation, *Matumaatapi: Integrating Archaeological and Indigenous Data Sources to Explore the Peopling of the North American Continent Along the Ice-Free Corridor*. \$885K

### Recent Relevant Publications

- Lanoë, F.B., Zedeño, M.N., Jansson, A.M., Holliday, V.T., and Reuther, J.D. (2022)  
Glacial Kettles as Archives of Early Human Settlement along the Northern Rocky Mountain Front. *Quaternary Research* 105: 135-150.
- Zedeño, M.N., Pickering, E.R., and Lanoë, F.B. (2021)  
Oral Tradition as Emplacement: Ancestral Blackfoot Memories of the Rocky Mountain Front. *Journal of Social Archaeology* 21: 306-328.
- Lanoë, F.B., Reuther, J.D., Holmes, C.E., and Potter, B.A. (2020)  
Small Mammals and Paleoenvironmental Context of the Terminal Pleistocene and Early Holocene Human Occupation of Central Alaska. *Geoarchaeology* 35:164-176.
- Lanoë, F.B., Reuther, J.D., and Holmes, C.E. (2018).  
Task-Specific Sites and Paleoindian Landscape Use in the Shaw Creek Flats, Alaska. *Journal of Archaeological Method and Theory* 25: 818-838.

### Relevant Research

- Lanoë, F.B., Soza, D.R., Pickering, E.R., and Zedeño, M.N. (2019).  
*Four Horns Lake Archaeological Survey Area of Potential Effect and Owl Child Complex*.  
University of Arizona Bureau of Applied Research in Anthropology Report for the Bureau of Indian Affairs, Billings, Montana, and the Blackfeet Tribe Historic Preservation Office, Browning.
- Lanoë, F.B., and Zedeño, M.N. (2019).  
*Archaeological Monitoring at Glacier Route Three*. University of Arizona Bureau of Applied Research in Anthropology Report for the Office of Federal Lands Highway, Vancouver, Washington, and the Blackfeet Tribe Historic Preservation Office, Browning.
- Lanoë, F.B. (2018). *Nitawahsi: The Niitsitapi Territory and Associated Place Names*. University of Arizona Bureau of Applied Research in Anthropology Map for the Piikani First Nation, Brocket, Alberta.
- Zedeño, M.N., Lanoë, F.B., Pickering, E.R., Soza, D., and Edwards, V. (2018). *Historic Site Nomination for the Old Indian Agency at Badger Creek, Blackfeet Indian Reservation, Montana*. Report prepared for the Blackfeet Tribal Historic Preservation Office. Bureau of Applied research in Anthropology, The University of Arizona, Tucson.

## RESUME – María Nieves Zedeño

### Current Position

- 2011- Research Anthropologist, Bureau of Applied Research in Anthropology, The University of Arizona, Tucson  
2011- Professor, School of Anthropology, The University of Arizona, Tucson

### Current Awards

- 2021-2023 Supplement to create a 2-year Postdoctoral fellowship and support graduate students. NSF Arctic Soc. Sci. (PI \$223,000)  
2020-2022 Covid-19 Virtual Work Supplement to create a Nunaliit-based Interactive Mapping Platform for the Blackfoot. NSF Arctic Soc. Sci. (PI, \$86,000)  
2019 – 2022 Integrating Archaeological and Indigenous Data Sources to Explore the Peopling of the North American Continent Along the Ice-Free Corridor. NSF Arctic Soc. Sci. (PI \$885,000)

### Relevant Research

- Zedeño, M. N. and L. Bridgeman 2020. Traditional Cultural Property Nomination for Snake Butte, Fort Belknap Indian Reservation, Montana. Report prepared for the Fort Belknap Indian Community and the Montana Bureau of Indian Affairs. Bureau of Applied Research in Anthropology, The University of Arizona, Tucson.  
Zedeño, M. N., F. Lanoë, Evelyn Pickering, Danielle Soza, and Virgil Edwards. 2018. Historic Site Nomination for the Old Indian Agency at Badger Creek, Blackfeet Indian Reservation, Montana. Report prepared for the Blackfeet Tribal Historic Preservation Office. Bureau of Applied research in Anthropology, The University of Arizona, Tucson.  
Zedeño M. N., M. Pailles, W A White, III, and V. Edwards. 2015. Archaeological and Historical Assessment of the Blackfeet Boarding School, Blackfeet Indian Reservation, Montana. Report prepared for the Blackfeet Tribal Historic Preservation office and the Montana Bureau of Indian Affairs. Bureau of Applied Research in Anthropology, The University of Arizona, Tucson.

### Recent Publications

- Zedeño, M.N., Pickering E., Lanoë, F., 2021. Oral tradition as emplacement: Blackfoot Memories of the Rocky Mountain Front. *Journal of Social Archaeology* 1-23. DOI: 10.1177/14696053211019837. <https://doi.org/10.1177/14696053211019837>  
Zedeño, M. N. and A. Jansson. 2021. The bison hunting complex in the Northern Rocky Mountain Foothills. In *The Gazelle's Dream: Game Drives across the Old and New Worlds*, edited by Alison Betts and Paul van Pelt. Sydney University Press, Sydney, Australia.  
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MUNICIPALITY OF SKAGWAY  
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BUREAU OF APPLIED RESEARCH IN ANTHROPOLOGY, UNIVERSITY OF ARIZONA  
AND MUNICIPALITY OF SKAGWAY  
PROFESSIONAL SERVICES AGREEMENT  
FOR ARCHAEOLOGICAL ASSESSMENT OF ST. PIUS MISSION SCHOOL SITE

THIS agreement made and entered into this \_\_ day of \_\_\_\_\_, 2022 by and between the Municipality of Skagway, an Alaska municipal corporation (hereinafter MUNICIPALITY) and (Proposer) (hereinafter CONTRACTOR).

Section 1. Employment of CONTRACTOR.

The MUNICIPALITY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services in this Agreement.

Section 2. CONTRACTOR'S Representation and Warranty and Manner of Performance.

- (A) CONTRACTOR represents and warrants to the MUNICIPALITY, and the MUNICIPALITY relies upon the representations and warranties, that CONTRACTOR is a professional in the subject area in which services are to be provided and that CONTRACTOR has adequate experience, skill, knowledge and competence to perform the services set forth in this Agreement.
- (B) CONTRACTOR accepts the relationship of trust and confidence between CONTRACTOR and the MUNICIPALITY. CONTRACTOR agrees to perform his/her services under this Agreement with due diligence, due care, and in a good and professional manner.

Section 3. Scope of Services.

The CONTRACTOR shall perform all the services provided for by this Agreement, CONTRACTOR'S Written Proposal dated March 22, 2022 (Attachment "A").

Section 4. Personnel.

CONTRACTOR'S personnel shall be limited to CONTRACTOR and those persons approved by the Municipal Manager.

Section 5. Time of Performance.

The services of the CONTRACTOR shall commence upon execution of this Agreement by CONTRACTOR and the MUNICIPALITY and shall terminate, subject to Sections 8 and 9, on the

completion of the project. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

**Section 6. Compensation.**

- (A) Subject to the provisions of the Agreement, the MUNICIPALITY shall pay the CONTRACTOR for all services and expenses for the term of this Agreement in accordance with the provisions of Attachment “A.” This sum is a not to exceed amount.
- (B) Except as otherwise provided in this Agreement and Attachment “A,” the MUNICIPALITY shall not provide any additional compensation, payment, use of facilities, services or other things of value to the CONTRACTOR in connection with the performance of their duties under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the CONTRACTOR may incur in the performance of its obligations under this Agreement, including but not limited to any mobilization and demobilization, have already been included in computation of the CONTRACTOR’S fee and may not be charged to the MUNICIPALITY.
- (C) Total compensation for all services and expenses to CONTRACTOR arising under this Agreement shall not exceed the fixed amount of \$111,555.000 (One-Hundred Eleven Thousand, Five-Hundred and Fifty-Five Dollars and No/100), unless otherwise agreed to by written amendments and signed by the Municipality and the Contractor. CONTRACTOR shall submit an invoice on the 1st of each month. The payments will not necessarily fall on the 1st of each month, but will follow the Assembly check run approval process (on the 1st and 3<sup>rd</sup> Thursday of each month). CONTRACTOR understands and agrees that any additional payment shall only be for new services not within the Scope of Work in Attachment A and only as fees and expenses pre-approved in writing by the MUNICIPALITY. The Municipality shall not pay any fees or expenses claimed by the CONTRACTOR to have been agreed to orally by any employee, consultant, representative or assembly member or the mayor of the Municipality.
- (D) The Municipality shall not be responsible for any compensation to or fees of any consultants or subcontractors of the CONTRACTOR.

**Section 7. Method and Time of Payment.**

- (A) The MUNICIPALITY will compensate the CONTRACTOR in accordance with Attachment “A,” which compensation shall constitute the full and complete compensation for the CONTRACTOR’S services and performance under this Agreement. Payments will be made on receipt of billings submitted. A billing is a summary of expenditures to date by line descriptive categories. Documentation of expenditures need not be submitted with billings but must be retained by the CONTRACTOR in the event the Municipality requests that documentation.
- (B) No payment will be disbursed until approved by the MUNICIPALITY. Billings shall be submitted to the Borough Manager.

Section 8. Termination of Agreement for Cause.

If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the MUNICIPALITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, or other storage mode) prepared by the CONTRACTOR arising out of or connected with this Agreement shall be delivered to the MUNICIPALITY by or upon the effective date of termination and the MUNICIPALITY shall retain non-exclusive rights to all materials, documents, and electronically stored information, documents and data. The CONTRACTOR shall be entitled to receive compensation in accordance with the payment provisions of Attachment "A" of this Agreement only for actual work completed to the MUNICIPALITY'S satisfaction in accordance with Attachment "A" of this Agreement and other terms of this Agreement. Actual work specifically does not mean the CONTRACTOR'S costs.

Section 9. Termination for Convenience of MUNICIPALITY.

The MUNICIPALITY may terminate this Agreement at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in paragraph 8 above shall be delivered to the MUNICIPALITY by or upon the effective date of execution of this section and the MUNICIPALITY shall retain non-exclusive rights to all materials, documents, , and electronically stored information, documents and data. The CONTRACTOR shall be entitled to receive compensation in accordance with the payment provision of Attachment "A" of this Agreement only for actual work completed in accordance with Attachment "A" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the CONTRACTOR, section 8 of this Agreement shall govern the rights and liabilities of the parties. Actual work specifically does not mean the CONTRACTOR'S costs.

Section 10. Modifications.

- (A) The parties may mutually agree to modify the terms of the Agreement only by way of it being in writing and signed by the Municipality and the CONTRACTOR. Modifications to the Agreement shall be incorporated into the Agreement by written amendments. Only the Mayor or the Borough Manager have any authority to sign any modification on behalf of the Municipality.
- (B) It is expressly understood that the MUNICIPALITY may require changes in the scope of services and any unreasonable refusal by the CONTRACTOR to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the MUNICIPALITY. The above notwithstanding, if a change in the scope of services significantly changes the amount of work required of CONTRACTOR or requires services

CONTRACTOR is not qualified to perform so that it would not be reasonable for CONTRACTOR to perform all the work or provide the qualified personnel for less than the not-to exceed amount set out in Section 6(C), then the MUNICIPALITY'S failure to reasonably increase the not-to-exceed amount will excuse CONTRACTOR'S refusal to agree to the modification in the scope of services.

- (C) CONTRACTOR understands and agrees that no officer, employee, the Mayor, Assembly person, consultant, or representative of the MUNICIPALITY has any actual or apparent authority to orally modify, change or amend the terms of this Agreement or orally modify, change or amend the Scope of Work in Attachment A. No modification, change or amendment to this Agreement or the Scope of Work shall be effective unless it is in writing and signed by the CONTRACTOR and the MUNICIPALITY.

**Section 11. Equal Employment Opportunity.**

The CONTRACTOR will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post in conspicuous places in his/her places of work available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

**Section 12. Non-Assignability.**

- (A) The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the MUNICIPALITY. The CONTRACTOR agrees and acknowledges that the Municipality will not consent to any assignment of this Agreement to an LLC unless the CONTRACTOR signs a personal guarantee for the performance of the LLC or all the individual members of the LLC sign personal guarantees for performance of the Contract.
- (B) The CONTRACTOR shall not delegate duties or otherwise subcontract work or services under this Agreement without prior written approval by the MUNICIPALITY.

**Section 13. Interest of CONTRACTOR.**

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement he/she shall not knowingly employ any person having any such interest and that he/she shall reasonably ascertain of all his/her employees that they have no such interest.

Section 14. Findings Confidential.

Except as required by law, including court orders directing disclosure, any reports, information, data, and any other project related documents, given to or prepared or assembled by the CONTRACTOR under this Agreement which the MUNICIPALITY requests to be kept confidential shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the MUNICIPALITY.

Section 15. Officials Not to Benefit.

No members of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from this Agreement. No member of the legislature or officer of the State of Alaska or the MUNICIPALITY shall be admitted to any share or part of this Agreement or to any benefit to arise from this Agreement.

Section 16. Publication, Reproduction and Use of Materials.

All documents prepared or furnished by CONTRACTOR, for which CONTRACTOR has received compensation for in accordance with payment provisions of this agreement, are instruments of service, and both CONTRACTOR and MUNICIPALITY shall retain ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Municipality shall have non-exclusive rights to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement for the Project or related projects that the MUNICIPALITY deems appropriate, exclusive of proprietary design components of the project that are held by CONTRACTOR.

Section 17. Audits and Inspections.

At any time during normal business hours and as often as the MUNICIPALITY may deem necessary, there shall be made available for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement and CONTRACTOR will permit representatives of the MUNICIPALITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all materials covered by this Agreement. Except in case of emergency, CONTRACTOR must make such records available upon five (5) days' notice. In case of emergency, CONTRACTOR must make such records available immediately upon request. In performing such audits and investigations, the MUNICIPALITY and its representatives shall not unduly interfere with the ability of CONTRACTOR to perform his/her duties under this Agreement.

Section 18. Jurisdiction; Choice of Law.

The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of any action or omissions of the CONTRACTOR and to any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Skagway, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. The CONTRACTOR specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

Section 19. Non-Waiver.

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part of this Agreement, or the right of the party thereafter to enforce each and every provision hereof.

Section 20. Permits, Laws and Taxes.

The CONTRACTOR shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing his/her obligations under this Agreement, CONTRACTOR shall comply with all applicable statutes, ordinances, rules and regulations. The CONTRACTOR shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties.

The CONTRACTOR shall perform his/her obligations in this Agreement as an independent contractor of the MUNICIPALITY. The CONTRACTOR is not an employee of the MUNICIPALITY. None of CONTRACTOR'S employees are employees of the MUNICIPALITY. The CONTRACTOR has no actual or apparent authority to act on behalf of the MUNICIPALITY or to represent to Third Parties that he/she as any authority to act on behalf of the MUNICIPALITY. The MUNICIPALITY may administer this Agreement and monitor the CONTRACTOR'S compliance with the Agreement, which administration and monitoring by the MUNICIPALITY does not change the relationship of INDEPENDENT CONTRACTOR as between the CONTRACTOR and the MUNICIPALITY.

Section 22. Administration of this Agreement.

- (A) The Borough Manager or his/her designee will be the representative of the MUNICIPALITY administering this agreement.
- (B) The services to be furnished by the CONTRACTOR shall be administered by the Borough Manager or his/her designee. In the event that CONTRACTOR is unable to serve for any reason to perform his/her obligations under this Agreement, the CONTRACTOR shall appoint a successor in interest but such appointment will be subject to written approval of the MUNICIPALITY and such approval shall be only under the conditions of Section 12.

Section 23. Integration.

This Agreement and all appendices and amendments constitute the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth in the Agreement: CONTRACTOR'S Written Proposal dated (DATE) (Attachment "A").

**Section 24. Defend, Hold Harmless, and Indemnify**

The CONTRACTOR shall indemnify, hold harmless, and defend the MUNICIPALITY, its officers, mayor, assembly members, and employees from and against any suit, action, claim or liability, of any kind and any nature, including death, arising out of any negligent act, error or omission of the CONTRACTOR under this Agreement, or arising out of or relating to this Agreement.

**Section 25. Interpretation and Enforcement.**

This Agreement is the result of good faith, arm's length negotiations by the parties. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments to this Agreement. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.

**Section 26. CONTRACTOR Insurance.**

- (A) The CONTRACTOR shall, at their own expense, secure and maintain and will file with the MUNICIPALITY the following proper and acceptable insurance coverage, including defense and indemnification of the MUNICIPALITY:
- (1) Worker's Compensation Insurance in compliance with the laws of the jurisdiction where the work is being performed if applicable.
  - (2) Commercial General Liability Coverage: Limit \$2,000,000 Bodily Injury and Property Damage, combined Single Limit. Coverage to include subjects substantially as follows: Premises Operation, Products/Completed Operations, Independent Contractors, Blanket Contractual, Broad Form Property Damage and Personal Injury.
  - (3) Professional Liability (Errors and Omissions) – \$2,000,000 each claim and in the aggregate.
  - (4) If applicable, unemployment Insurance by payment of employment security taxes for all employees hired by the CONTRACTOR to work on this project. In the event of the CONTRACTOR'S failure to pay such taxes, the MUNICIPALITY will withhold an amount sufficient to pay such taxes from any payments owed to the CONTRACTOR by the MUNICIPALITY. The MUNICIPALITY also reserves the right to contact the Alaska State Department of Labor in order to determine whether unemployment security taxes have been paid by the CONTRACTOR. The MUNICIPALITY further

reserves the right to withhold that portion of employment security taxes owned to any employees pending notification of the CONTRACTOR'S unemployment security tax clearance from the Alaska State Department of Labor.

- (B) A lapse in insurance coverage is a material breach of this Agreement which shall result in immediate termination of the Agreement, pursuant to Section 8, in the sole discretion of the Municipality.
- (C) Each policy of insurance required by this section shall provide for no less than 30 days advance notice to the MUNICIPALITY prior to cancellation. No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least two million dollars (\$2,000,000.00) general liability insurance and at least two million dollars (\$2,000,000) in Professional Liability (Errors and Omissions). Proof of such insurance shall be provided to the MUNICIPALITY as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the MUNICIPALITY is named as an additional insured on such policy. The failure to name the MUNICIPALITY as an additional insured on the general liability insurance shall constitute a material breach of the Contract.
- (D) CONTRACTOR shall insure that all subcontracts and consulting agreement have the same provision and that all subcontractors and consultants list the Municipality as an additional insured on their general liability insurance. The failure of the CONTRACTOR to comply with this provision shall constitute a material breach of this Agreement and the CONTRACTOR shall defend, indemnify and hold the Municipality harmless in any action instituted against the Municipality alleging any acts or omissions by a subcontractor or consultant of the CONTRACTOR with whom the CONTRACTOR failed to require the subcontractor or consultant to list the Municipality as an additional insured on its general liability insurance.

**Section 27. Understanding.**

The CONTRACTOR acknowledges that the CONTRACTOR has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any statements or representations of the Municipality or its attorneys in entering this Contract.

**Section 28. Severability.**

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

**Section 29. Compliance with Law.**

CONTRACTOR shall comply with all applicable Federal, State of Alaska and Municipal laws, regulations and ordinances in performing his/her duties in this Agreement. CONTRACTOR shall

be familiar with the Migratory Bird Treaty Act and shall comply with the provisions of those federal laws as applicable to migratory birds, eggs, and nests in Skagway Borough.

CONTRACTOR shall comply with all federal, state and local mandates and protocols related to COVID-19 and CONTRACTOR shall insure that all employees, subcontractors, consultants, and invitees of CONTRACTOR shall similarly comply with all such mandates and protocols.

Section 30. No Third-Party Beneficiary

The provisions of this Agreement are and will be for the benefit of CONTRACTOR and MUNICIPALITY only and are not for the benefit of any third party and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

Section 31. Notices.

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

MUNICIPALITY      Municipal Manager  
Municipality of Skagway  
P.O. Box 415  
Skagway, Alaska 99840

CONTRACTOR      François B. Lanoë  
Bureau of Applied Research in Anthropology  
University of Arizona  
1009 E. Campus Dr.  
Tucson, AZ 85721

\_\_\_\_\_  
Andrew Cremata, Mayor  
For the Municipality of Skagway

\_\_\_\_\_  
Owner  
For Company

Date\_\_\_\_\_

Date\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Steve Burnham, Borough Clerk

(SEAL)