

Volunteer Code of Conduct

The primary objective of the SiteWatch program is to prevent the destruction of heritage resources in New Mexico. To do this effectively for the long-term, it is essential that each program participant understands and agrees to follow this Code of Conduct. The ethical considerations are a summation of the values this program strives to achieve as well as a guideline for how we act on those values. It is important that each participant keeps these values and guidelines in mind at all times.

Compliance with Preservation Laws

Stewards are to comply with all Federal, State, and local historic preservation (antiquity) laws and regulations. In any activity not regulated by law, stewards are guided by this Code of Conduct, the Site Stewards Handbook, and by procedures established by the agency of jurisdiction, the SiteWatch Coordinator, and the Historic Preservation Division (HPD).

Respect for the Public and Partners

Stewards provide a service for the federal, state, and local agencies with whom we work. Therefore, stewards shall respect the specific rules of the agency on whose behalf they are monitoring a resource. Likewise, stewards shall respect the right of the public to utilize our public spaces as well as the rights of private landowners at all times.

Confidentiality of Information

All information provided to and generated by SiteWatch volunteers (including, but not limited to, **site location information**, site descriptions, reports, **maps**, and photographs) are the property of the agency administering the site. Moreover, the information used and generated by this program can be of tremendous value to individuals and groups who do not subscribe to our SiteWatch Code of Conduct. Therefore, it is imperative that stewards hold program data in strict confidence.

Collecting

Collecting artifacts is outside the regular scope of the SiteWatch program (we do not have authority or proper permits). Therefore, stewards cannot collect any artifacts from public or private lands they will be monitoring unless explicitly directed to do so by a land manager's representative prior to removal. In all instances when human remains are found, the steward shall notify the land manager as soon as possible. If artifacts obtained from public lands are surrendered to a steward in the course of their duties, those artifacts and a report detailing the surrender shall be delivered to the appropriate land manager.

Firearms Policy

It is not the purpose of this program to conduct law enforcement activities. The use of a firearm on behalf of New Mexico SiteWatch is strictly prohibited. Violation of this policy is grounds for immediate dismissal from this program.

Publicity

Information related to the location and/or condition of sites shall be kept out of the public domain at all times. If a steward is approached for an interview, we ask that they inform the State SiteWatch Coordinator to insure the appropriateness of the interview as well as insuring that our records of public outreach activities are kept current.

Conflicts of Interest

For the duration of their involvement with NM SiteWatch, stewards will not engage in any activities or accept any positions that represent conflicts of interest with the goals or aims of the program. Questions regarding conflict of interest should be referred to the State SiteWatch Coordinator.

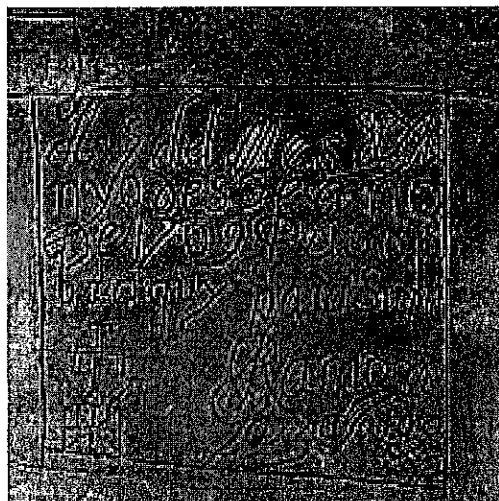
Transfer of Stewardship

Upon termination of stewardship, each steward shall transfer to the Area/Chapter or State SiteWatch Coordinator all data related to that steward's SiteWatch work. Should this process not be completed, NM SiteWatch reserves the right to retrieve such material. In addition, the departing steward agrees to cooperate to the fullest extent possible with their successor.

Coordinator's Responsibilities

While SiteWatch requires that each site steward comply with the aforementioned nine elements of the Code of Conduct, there is also a suite of obligations that volunteers can, and should, expect from those who administer the program (the State SiteWatch Coordinator, HPD, SiteWatch Advisory Council, and various State and Federal partners). These administrative standards (see Appendix IV) are no less critical to the success of this program; and it is imperative that volunteers hold NM SiteWatch to them.

1. Provide vision, leadership, and the means to achieve program goals
2. Provide thorough and relevant training
3. Provide clear and consistent guidance for volunteers
4. Provide a viable support structure
5. Identify and/or create new learning opportunities
6. Recognize the contributions made by volunteers
7. Maintain an awareness of the needs of individual stewards and local groups



Volunteer Site Steward Agreement

CONDITIONS OF AGREEMENT

The State Historic Preservation Officer (SHPO) has agreed that _____, hereinafter “volunteer”, is qualified to perform the duties of Site Steward upon the following conditions:

1. The Volunteer shall complete all training required by NM SiteWatch.
2. NM SiteWatch will provide, and the Volunteer shall review and comply with, pertinent information, policies, statutes, rules, and regulations.
3. The Volunteer understands that he/she is working at all times on a voluntary basis without compensation and is not an agent of either the State of New Mexico or the Historic Preservation Division. The Volunteer also understands that he/she is not covered by workman’s compensation under this agreement by the Department of Cultural Affairs (DCA), Historic Preservation Division, or NM SiteWatch. Site Stewards must sign an agreement with each participating land manager for whom they are providing a volunteer service to receive any medical compensation resulting from injuries sustained during the course of duties as a Site Steward. It is the responsibility of the Site Steward to be sure an initial land manager volunteer agreement is signed and that such agreements are updated as required.
4. The Volunteer assumes all risks associated with the services to be provided as a NM SiteWatch volunteer, whether foreseeable or not, and whether arising from the negligence of the State of New Mexico, other volunteers, or unforeseeable others.
5. The Volunteer understands that he/she is not a law enforcement officer and cannot act in any law enforcement capacity. The use or carrying of firearms is not authorized as part of any function of the duties under NM SiteWatch. The Volunteer agrees that any use or possession of a firearm is outside the scope of his/her duties and agrees to hold NM SiteWatch, HPD, DCA, the State of New Mexico, or participating agencies, free from any responsibility, claim, or other indemnity arising from use or possession of a firearm. The Volunteer understands that the use of firearms may invalidate certain volunteer agreements with both land managing agencies and NM SiteWatch and therefore agrees to abide by the prohibitions and/or stipulations that are attached to or enforced by those agreements.
6. This agreement can be cancelled or terminated with prior notice at any time by either the Volunteer or the SHPO.
7. The Volunteer understands that there are no guarantees made by the State regarding the structural safety or freedom from injury or hazards while either going to/from a site or at any site.
8. By signature of this Agreement, the Volunteer waives any right to sue the DCA, HPD, SHPO, NM SiteWatch, the State of New Mexico, its political subdivisions, or any other volunteer for any damages which may be sustained as a result of services the Volunteer has agreed to perform.
9. The Volunteer releases the State of New Mexico and its political subdivisions from all liability, direct or implied, which might arise from the performance of Volunteer services.
10. The Volunteer acknowledges that they are familiar with the federal and state laws and penalties that are taught to every Site Steward as part of their initial training.
11. The Volunteer agrees not to misuse or misrepresent his/her participation in this program for personal gain – to obtain access to sites, records, or artifacts. He/she will not engage in the

collection, destruction, sale, or trade of artifacts, nor disclose the confidential site location information they have been entrusted with.

12. He/she recognizes that the value of a cultural property is in its context as well as content, and disturbing a cultural property for purposes that are not expressly permitted ahead of time by the SHPO, NM SiteWatch, or the presiding land managing agency will adversely affect a cultural property.

13. The Volunteer has read and understood the Site Steward's Code of Conduct.

I confirm that I will uphold and abide by all Federal and State antiquity laws and will conduct myself according to the Site Steward's Code of Conduct. I am volunteering my services to NM SiteWatch without expectation of pay in order to enhance the cultural resources of the State of New Mexico. I further understand that as a NM SiteWatch volunteer I am not a law enforcement officer and cannot take actions or make statements that might suggest I enforce the law.

By signing this application/questionnaire and agreement, I certify that the information provided is true, correct, and complete to the best of my knowledge. I acknowledge that any misrepresentation or falsification of the information herein will result in rejection of this application, removal from the program, and/or disqualification from future New Mexico SiteWatch participation.

Signature _____ Date _____

Signature of Parent or Guardian Date
(if Volunteer is under 18 years of age)

Signature of SiteWatch Coordinator Date
for the State Historic Preservation Officer

TERMINATION OF AGREEMENT

The above agreement was terminated on _____.

Signature of SiteWatch Coordinator Date
For the State Historic Preservation Officer

Send this application and agreement to:

**Coordinator, NM SiteWatch
Historic Preservation Div.
407 Galisteo Street
Santa Fe, NM 87501
Fax (505) 827-6338
(505) 827-6320**

Rev. March 2008