MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL TRANSIT ADMINISTRATION, VALLEY METRO,
CITY OF PHOENIX, THE ARIZONA STATE HISTORIC PRESERVATION OFFICE,
THE BUREAU OF RECLAMATION, THE SALT RIVER PROJECT, AND THE
ARIZONA DEPARTMENT OF TRANSPORTATION
REGARDING THE
SOUTH CENTRAL LIGHT RAIL EXTENSION PROJECT,
PHOENIX, ARIZONA

WHEREAS, the Valley Metro, the regional public transit agency for the greater Phoenix,
Arizona area, proposes to construct the South Central Light Rail Extension Project (Undertaking)
within the City of Phoenix and is seeking financial assistance from the U.S. Department of
Transportation, Federal Transit Administration (FTA) for the South Central Light Rail Extension
Project; the City of Phoenix will be the direct recipient of FTA funds, which funds will be
transferred to Valley Metro for the Undertaking; and,

WHEREAS, by virtue of this Federal assistance, the South Central Light Rail Extension Project
is an undertaking subject to Section 106 of the National Historic Preservation Act of 1966
implementing regulations at 36 Code of Federal Regulations [CFR] 800; and

WHEREAS, the Undertaking consists of an approximately 5-mile-long southern extension of
the existing Valley Metro light rail line along Central and 1st Avenues in central Phoenix with
roadway modifications at 7th Avenue and Interstate 17 (I-17), 7th Street and I-17 and 7th Avenue
and Southern Avenue to accommodate light rail operations; park-and ride lots near Central
Avenue/Broadway Road and Baseline Road/Central Avenue; and an expansion of the existing
Operations and Maintenance Center; and includes federal, state, and private land owned and/or
administered by the Bureau of Reclamation, the Arizona Department of Transportation, the Salt
River Project (SRP), the City of Phoenix, and private owners; and

WHEREAS, FTA, is the lead Federal agency for the Undertaking and a Signatory to this
Agreement; and

WHEREAS, FTA, in consultation with Arizona State Historic Preservation Officer (SHPO), has
defined the area of potential effects (APE) as the following: the street right-of-way (ROW) and
adjacent property parcels along the alignment for the Undertaking; the street ROW and new
ROW at the intersections of 7th Street and Interstate 17 (I-17) and 7th Avenue and I-17; land
necessary for staging areas, traction power substations, park-and-ride facilities, and signal
buildings; intersections crossed by the alignment where road improvements are proposed; land
adjacent to the current Central Phoenix/East Valley starter line at Central Avenue and McKinley
Street for special trackwork; the Operations and Maintenance Center property; and, for
archaeological resources only, a vertical depth of 20 feet for ground-disturbing construction
activities; all of the foregoing, the APE, is more specifically depicted in Exhibit A; and

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Among the FTA, Valley Metro, City of Phoenix, the SHPO, the Bureau Of Reclamation, the Salt River Project, and
the Arizona Department of Transportation
WHEREAS, FTA has determined, in consultation with the SHPO, that the Undertaking would have an adverse effect on archaeological sites AZ T:12:73(ASM)/Pueblo Viejo and AZ T:12:187(ASM)/Canal Seven, which are eligible for the National Register of Historic Places (National Register) under Criterion D (36 CFR Part 63); and

WHEREAS, after consideration of comments submitted by Consulting Parties, although the Undertaking would not adversely affect archaeological site AZ T:12:70(ASM), Pueblo Patricio, which is eligible for the National Register under Criterion D (36 CFR Part 63), Valley Metro will provide monitoring by an archaeologist during construction near the site; and

WHEREAS, the boundaries for sites AZ T:12:73(ASM)/Pueblo Viejo, AZ T:12:187(ASM)/Canal Seven, and AZ T:12:70/Pueblo Patricio have been defined in “Cultural Resource Inventory and Evaluation, South Central Light Rail Extension Report” (Brodbeck and others 2016) which has been provided to the Consulting Parties along with the draft Environmental Assessment and draft Memorandum of Agreement; and SHPO concurred with the adequacy of the report and the finding of effect for the Undertaking on July 12, 2016; and

WHEREAS, in accordance with 36 CFR Part 800.6(a)(1), FTA has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding, provided the documentation specified at 36 CFR Part 800.11, and on June 27, 2016, ACHP chose not to participate in consultation pursuant to 36 CFR Part 800.6(a)(1)(iii), as shown in the attached letter (Exhibit B); and

WHEREAS, Valley Metro is the Undertaking sponsor, has participated in the consultation, and has been invited to sign this Agreement as an Invited Signatory; and

WHEREAS, FTA has consulted with known Native American tribes that may attach religious or cultural importance to affected properties pursuant to 36 CFR § 800.2 (c)(2)(ii)(A-F) (Consulting Parties) and these tribes (the Ak-Chin Indian Community, the Fort McDowell Yavapai Nation, the Gila River Indian Community, the Hopi Tribe, the Pascua Yaqui Tribe, the Salt River Pima-Maricopa Indian Community, the San Carlos Apache Tribe, the Tohono O’odham Nation, the Tonto Apache Tribe, the White Mountain Apache Tribe, the Yavapai–Apache Nation, and the Yavapai-Prescott Indian Tribe) have been invited to be Concurring Parties to this Agreement; and Concurring Parties shall be defined as Consulting Parties who have signed this Agreement; and

WHEREAS, the Concurring Parties, the Invited Signatories, and the Signatories are the Parties to this Agreement (hereinafter “Parties”); and

WHEREAS, the White Mountain Apache Tribe deferred further participation with the Undertaking on July 7, 2016, and no comments were received from the other Consulting Parties; and

WHEREAS, the SHPO is authorized to enter into this Agreement as a Signatory in order to fulfill its role of advising and assisting Federal agencies in carrying out their Section 106 responsibilities under the NHPA and its implementing regulations at 36 CFR Parts 800.2(c)(1)(i) and 800.6(b), and the SHPO is a Signatory to this Agreement; and

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Among the FTA, Valley Metro, City of Phoenix, the SHPO, the Bureau Of Reclamation, the Salt River Project, and the Arizona Department of Transportation
WHEREAS, the SHPO is also authorized to advise and assist federal and state agencies in carrying out their historic preservation responsibilities and cooperate with these agencies under Arizona Revised Statutes (A.R.S.) § 41-511.04(D)(4); and

WHEREAS, the City of Phoenix owns the street right-of-way and land at the Operations and Maintenance Center; as a property owner and the direct Federal funding recipient, the City of Phoenix, on behalf of all City of Phoenix departments, has been invited to participate in this Agreement as an Invited Signatory; and

WHEREAS, the Arizona State Museum (ASM) has defined authorities and responsibilities under A.R.S. § 41-841 et seq. for portions of the Undertaking on State lands (defined as including state, county, city and municipal lands) and under A.R.S § 41-865 for portions of the Undertaking on private lands, and the ASM has been invited to participate in the consultation and to concur in this Agreement as a Concurring Party; and

WHEREAS, the Arizona Department of Transportation owns and maintains the ROW at the I-17 and has been invited to participate in the consultation and to concur in this Agreement as an Invited Signatory; and

WHEREAS, the Undertaking will cross the Western Canal and lateral canal easements operated by SRP and administered by the Bureau of Reclamation, which are located on federal land and are components of a larger SRP historic district; SRP and Bureau of Reclamation have been invited to concur in this Agreement as Invited Signatories; and

WHEREAS, FTA has used the National Environmental Policy Act (NEPA) public participation requirements to assist the agency in satisfying the public involvement requirements under Section 106 pursuant to 36 CFR part 800.2(d)(3), which has included public meetings, community stakeholder meetings, community working group meetings, the NEPA Environmental Assessment, the Cultural Resource Report and Draft Memorandum of Agreement (MOA) being made available for public and agency comment on May 10, 2016 and a public meeting on the Environmental Assessment being held on May 25, 2016; and

NOW, THEREFORE, the FTA, the SHPO, the City of Phoenix, and Valley Metro agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account any effects of the Undertaking on historic properties.

STIPULATIONS

The FTA shall ensure that the following measures are carried out as a condition of any approval or disbursement of Federal funding for the Undertaking:

I. Historic Properties Treatment Plan

A. Valley Metro shall develop a Historic Properties Treatment Plan (HPTP). The HPTP will define the specific field methodologies to be utilized, including procedures to be followed for: archaeological monitoring of the Undertaking’s construction activities; archaeological data recovery for sites AZ T:12:73(ASM), Pueblo Viejo, AZ T:12:187(ASM), and Canal Seven as described in Stipulation 1B; and unanticipated discovery, during construction, of...
additional historic properties or human remains within the APE that may be affected by the Undertaking, as described in Stipulation 4.

The HPTP shall be developed consistent with the Secretary of Interior’s Standards and Guidelines for Archaeological Documentation (48 Federal Register 44734–37, September 29, 1983) and the ACHP’s Treatment of Archaeological Properties: A Handbook. Procedures for reporting, and procedures for the disposition of materials and records in the HPTP shall also be developed in accordance with A.R.S. § 41-844.

B. Valley Metro shall submit a draft HPTP to FTA sixty (60) calendar days prior to issuance of a Notice to Proceed (NTP) to a Design Consultant and shall submit a revised draft HPTP to FTA within fourteen (14) days of receipt of FTA comments. The HPTP shall include all of the following:

1. The results of previous research relevant to the Undertaking and a research design that lists the research questions to be addressed through data recovery, archival research, analysis and interpretation, with an explanation of each question’s relevance and relative importance;

2. The results of Tribal consultation regarding the incorporation of Tribal perspectives into the cultural history, research design, and data recovery/methodology sections of the HPTP;

3. An identification of the properties or portions of properties where data recovery is to be carried out; and for any property or portion of property that would be affected by the Undertaking without treatment, a rationale for why such portions can remain untreated (e.g., discussion of the sampling strategy);

4. The archival, field, and laboratory methods to be used, with an explanation of their relevance to the research questions;

5. A Data Recovery Program, which includes:
   a. A Phase I Data Recovery Program, including but not limited to surface collections and exploratory excavations, for sites AZ T:12:73(ASM), Pueblo Viejo, and AZ T:12:187(ASM), Canal Seven, to locate significant archaeological deposits within the APE, including level of effort specifications at each site;
   b. Provisions for site visit(s) for Parties upon completion of Phase I data recovery, which will allow for Parties to review the results of the Phase I program and to provide comment on the need and methodology for any further work, as part of a Phase II program;
   c. A Phase II Data Recovery Program for archaeological excavations for sites AZ T:12:73(ASM), Pueblo Viejo, and AZ T:12:187(ASM), Canal Seven, to the extent that such data may exist in the APE and may be affected by the Undertaking, including level of effort specifications at each site;
d. Specification of the level of effort (in text and on site maps) to be expended on the
treatment of the sites, including treatment locations and methods of sampling, sample
size, and procedures for selection of specific sample units;

e. The methods to be used in the management and dissemination of the resulting data to
the professional community and the public, including a proposed schedule for
Undertaking tasks, and a schedule for the submittal of draft and final reports
(Preliminary Data Recovery Reports and Data Recovery Reports) to all Parties for
review and comment;

f. A discussion of permits and personnel qualifications for archaeological crews, as well as
cultural and archaeological sensitivity training for construction personnel;

g. The proposed disposition and curation of recovered materials and records in
accordance with the relevant federal and state laws and municipal ordinances:
NHPA; Native American Graves Protection and Repatriation Act (NAGPRA) (25
U.S.C. §§ 3001 et seq.); Arizona Antiquities Act (Arizona Revised Statutes §§ 41-841
through 41-847; State Historic Preservation Act (Arizona Revised Statutes §§ 41-861
et seq.; State Burial Law for Private Land (Arizona Revised Statutes §§ 41-865; City
of Phoenix historic preservation ordinance (City Code, Chapter 8, Sections 801
through 816);

6. A Monitoring and Discovery Plan (MDP), consistent with Stipulation 4, which shall
include:

a. Procedures for monitoring, evaluating, and treating discoveries of unanticipated or
newly identified cultural resources during construction of the Undertaking; such
procedures shall include the consultation process and timelines for Concurring
Parties, as further described in Stipulation 4.

b. Procedures for monitoring for construction activities within the APE in the vicinity of
site AZ T:12:70(ASM), Pueblo Patricio. In the unlikely event that any such cultural
deposits associated with the site are encountered, Valley Metro will follow the
discovery procedures in the MDP;

c. A protocol for the treatment of human remains, consistent with the Burial Agreement
(as defined in Stipulation IV.D below), in the event that such remains are discovered,
describing methods and procedures for the recovery, inventory, treatment, and
disposition of human remains, associated funerary objects, and objects of cultural
patrimony (as per the relevant state and city laws cited in Stipulation I.B.5.f.).

7. A public outreach program, which shall include: a strategy for public information on the
evaluation and findings of unexpected discoveries during construction; a discussion on
the public benefit of mitigation and recommendations for enhancing public education
about, and interpretation of, the affected property; proposed means to involve the public
during fieldwork and/or in the future; and a strategy for a public outreach program with
the goal of disseminating information about the results of the cultural resources
investigations to the general public. Valley Metro must implement this program
concurrent with the Data Recovery Program to inform and educate target audiences of the importance of archaeological research. In addition to the above, the Program may include the following:

- interpretive signage at the property, as appropriate;
- print media (a short report written specifically for the public, an education brochure and/or pamphlet, short reports for public magazines and/or journals);
- electronic media (websites and various social media venues, and/or the production of a video of the fieldwork and analysis), as appropriate;
- public outreach, such as, museum exhibits, traveling exhibits, presentations or lectures at local venues such as libraries, meetings of avocational organizations, conferences, special presentations given during Arizona Archaeology and Heritage Awareness Month, participant booths at the Arizona Archaeology Expo, laboratory and/or collections tours, and public tours during fieldwork, as appropriate;
- ways to enhance local heritage education curriculum; and/or

8. A Project Suspension/Termination Plan (PS/TP) that stipulates the procedures that Valley Metro must follow, if the project is halted during data recovery for any reason. The PS/TP shall include:

- A program outlining the steps that Valley Metro must take in order to complete any data recovery or other treatment measures that are in progress at the time of project termination; and
- A description of how analysis, interpretation, reporting, and curation of remains obtained during treatment measures at all historic properties shall be completed by Valley Metro and timeframes for such completion.

C. Valley Metro shall submit the draft HPTP to the FTA. Upon Valley Metro’s submission, FTA will submit the draft HPTP to the Signatories, Invited Signatories, and Concurring Parties to this Agreement for a thirty (30) calendar day review period.

1. If any Party fails to respond with comments within thirty (30) calendar days of receipt of the initial submission of the HPTP, FTA and Valley Metro may follow up with the Party. If a Party does not respond within seven (7) calendar days of FTA and Valley Metro’s follow-up, FTA’s responsibility under this Stipulation is fulfilled.

2. If, as a result of this review, FTA determines that revisions to the HPTP are necessary, Valley Metro shall revise the HPTP. FTA will provide the revised plan to all Parties for their review. The Parties will have twenty (20) calendar days from receipt of the revised plan to comment on any revisions proposed. If any Party does not respond within twenty (20) calendar days, FTA and Valley Metro may follow up with the Party. If a Party does not respond within seven (7) calendar days of FTA and Valley Metro’s follow-up, FTA’s responsibility under this Stipulation is fulfilled.
3. Valley Metro, in coordination with FTA, shall ensure that any written comments received are taken into account during the preparation of the final HPTP.

4. FTA will provide the final HPTP to all Parties to this Agreement.

II. Data Recovery Reports and Construction Initiation

A. Upon completion of data recovery for each Phase described in Stipulation I.B.5 at each site, a Preliminary Data Recovery Report (Preliminary Report) will be prepared by Valley Metro incorporating the results of the Data Recovery Program and any comments received during the site visit(s).

B. The FTA shall distribute the Preliminary Report for each Phase to all Parties to this Agreement for review. All Parties will have seven (7) calendar days from receipt to review and provide written comments to FTA. If any Party does not respond within this review period, FTA and Valley Metro will follow up with the Party to see if they have any comments. If a Party does not respond within seven (7) calendar days of FTA or Valley Metro’s follow-up, FTA’s responsibility under this Stipulation is fulfilled.

C. Following fulfillment of Stipulation II.B, resolution of comments from the Parties in the Preliminary Report, and concurrence from SHPO on the completion of the Phase I and Phase II Data Recovery Program (where applicable), the FTA may authorize Valley Metro to begin construction in the vicinity of sites AZ T:12:73(ASM), Pueblo Viejo, and AZ T:12:187(ASM), Canal Seven.

D. After the completion of the data recovery and completion of Stipulation II.C, Valley Metro shall have the archaeological consultant prepare a draft Data Recovery Report that summarizes all analyses, interpretations, and syntheses. The FTA shall distribute the draft Data Recovery Report to all Parties to this Agreement for review and comment within a thirty (30) calendar day review period.

E. Valley Metro, in coordination with FTA, will ensure that the Parties’ comments on the draft Data Recovery Report are addressed in a revised report. If revisions to the draft Data Recovery Report are made, all Parties to the Agreement shall have twenty (20) calendar days from receipt to review the revisions and provide written comments to FTA and Valley Metro. If any Party does not respond within twenty (20) calendar days, FTA and Valley Metro may follow up with the Party. If a Party does not respond within seven (7) calendar days of FTA or Valley Metro’s follow-up, FTA’s responsibility under this Stipulation is fulfilled.

F. Valley Metro, in coordination with FTA, shall ensure that any written comments received are taken into account during the preparation of the Final Data Recovery Report.

G. FTA shall distribute the Final Data Recovery Report to all Parties to the Agreement.

III. Design Modification

A. Valley Metro, in consultation with all Parties to this agreement, shall ensure that supplemental inventory surveys are performed for any design modifications that alter the

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APE and that the results will include recommendations of eligibility that are made in accordance with 36 CFR § 800.4. Pursuant to 36 CFR Part 800.4(c), the FTA shall, in consultation with the SHPO, Valley Metro, and the City of Phoenix, make a determination of National Register eligibility for any additional resources identified by supplemental survey as within the APE. Should a dispute arise over the eligibility of any resources, the FTA shall submit the dispute to the Keeper of the National Register for a formal determination of eligibility.

B. Pursuant to 36 CFR § 800.4 – 800.5 and the HPTP, the FTA will determine, in consultation with the SHPO, Valley Metro, and the City of Phoenix, if the additional project developments will adversely affect any new historic properties identified within the supplemental survey areas. Valley Metro shall make reasonable efforts to avoid and/or minimize adverse effects on properties. If mitigation is required, it shall follow the procedures laid out in the final HPTP and in this Agreement.

IV. Unanticipated Discoveries

A. Procedures for treating, evaluating, and monitoring unanticipated or newly identified historic properties, or unanticipated impacts to known historic properties, within the APE during construction of the Undertaking shall be included in the Monitoring and Discovery Plan component of the HPTP, as outlined in Stipulation I herein, and shall require consultation with Signatories, Invited Signatories, and Concurring Parties to this Agreement.

B. If potential historic or prehistoric archaeological materials or properties are discovered after construction begins, the person in charge of the construction shall require construction to immediately cease within 100 feet of the discovery, take steps to protect the discovery, and promptly report the discovery to Valley Metro. Valley Metro will report the discovery to the FTA, SHPO, and the City of Phoenix within 48 hours of the discovery. If the discovery is on SRP ROW, Valley Metro will also report the discovery to the Bureau of Reclamation. FTA will consult with the Parties on the determination of eligibility (as per §800.13(b)(3)(c)) and the appropriate treatment following the final HPTP. The HPTP shall then be implemented by Valley Metro. If the HPTP is not appropriate to the discovery, FTA, in consultation with SHPO and the City of Phoenix, and the Bureau of Reclamation if in SRP ROW, shall ensure that Valley Metro develops an alternate plan for the resolution of adverse effects pursuant to 36 CFR Part 800.6 and that such alternate plan is circulated to the Parties to this Agreement for review and comment, pursuant to Stipulation I.

C. If human remains or funerary objects are discovered, Valley Metro shall require construction to immediately cease within 100 feet of the discovery, take steps to protect the discovery, and FTA shall notify the Director of the ASM. ASM shall consult with the appropriate Native American tribes to determine treatment and disposition measures in accordance with the Burial Agreement (see Stipulation IV.D below). Valley Metro, on behalf of FTA, shall inform the SHPO and the City of Phoenix of the discovery.

D. Valley Metro shall ensure that the institution, firm, or consultant responsible for the work obtains a Burial Agreement from the ASM in accordance with A.R.S § 41-844 and A.R.S. § 41-865 and thereafter adheres to the terms of that Burial Agreement in the event Human
Remains, Funerary Objects, Sacred Objects, and Objects of Cultural Patrimony are encountered during the investigation. ASM shall implement the Burial Agreement to treat and repatriate any American Indian remains and cultural items that may be encountered during construction of the Undertaking on local government, state, and private land within the APE. If human remains or cultural items are discovered on federal land, Valley Metro shall advise the appropriate federal agency, in coordination with FTA, of the discovery and coordinate with the federal agency managing the land to treat the human remains and cultural items in accordance with the NAGPRA.

V. Confidentiality

Information about the location of cultural resources shall be treated as confidential and not released to the public or other unauthorized entity consistent with applicable sections of A.R.S. 39-125, Section 304 of the NHPA, Section 9 of the Archaeological Resources Protection Act (16 U.S.C. 470hh), and 36 CFR Section 800.11(c).

VI. Amendments

If any Signatory or Invited Signatory determines an amendment to its terms is needed, that Party shall immediately notify FTA and request an amendment. The proposed amendment shall be submitted in draft form with the request. The Signatories and Invited Signatories to this MOA will consult to review and consider such an amendment. If the Signatories and Invited Signatories agree to the amendment, the amendment will become effective on the date it is signed by all the Signatories. FTA shall file any amendments with the ACHP and provide copies of the amendment to the Parties to this MOA.

VII. Annual Review of Agreement; Annual Report and Annual Meeting

A. The implementation and operation of this Agreement shall be evaluated on an annual basis by all Parties. Valley Metro, in coordination with FTA, shall be responsible for convening an annual meeting on behalf of FTA among all Parties, at the request of a Party to this Agreement, on or near the anniversary date of the execution of this Agreement. Such Annual Meeting shall review the effectiveness and application of this Agreement.

B. Prior to the annual meeting, Valley Metro shall provide a summary report (Annual Report) to all Parties which details work undertaken pursuant to its terms. Such report shall include information on the project schedule, ongoing and completed public education activities, inadvertent discoveries during construction, progress of data recovery, any design modifications, any disputes and objections received on Valley Metro’s or FTA’s efforts to carry out the terms of this Agreement, and any proposed plans (including any new design modifications) for next year’s activities. Such summary report shall be made available to all Parties and, upon request, to any member of the public (per Stipulation 1.B.7).

VIII. Coordination with Other Federal Reviews

In the event any other federal agency provides funding, permits, licenses, or other assistance to Undertaking as it was planned at the time of the execution of this Agreement, such funding or approving agency may comply with Section 106 by agreeing in writing to the terms of this
Agreement and so notifying and consulting SHPO and ACHP. This process will require an amendment with signature by the new federal agency, as per Stipulation VI.

IX. Dispute Resolution

A. Should any Party to this Agreement object to any actions proposed pursuant to this Agreement, the FTA shall consult with the objecting Party to resolve the objection. If the FTA determines that the objection cannot be resolved, FTA will:

1. Forward all documentation relevant to the dispute, including the FTA’s proposed resolution, to the ACHP. The ACHP shall provide the FTA with its opinion on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. The FTA shall prepare a final decision that takes into account any timely opinion or comments, regarding the dispute, from the ACHP, Signatories, Invited Signatories and Concurring Parties, and provide them with a copy of the final decision. The FTA will then proceed according to its final decision.

2. If the ACHP does not provide comments regarding the dispute within the thirty (30) calendar day time period, the FTA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FTA shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, Invited Signatories and Concurring Parties to the Agreement, and provide them and the ACHP with a copy of such written response.

B. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute. FTA’s responsibility to carry out all action under this Agreement that is not the subject of the dispute will remain unchanged.

X. Curation

FTA shall ensure that all artifacts, samples and records resulting from the Undertaking, shall be curated in accordance with the following:

A. Valley Metro, after coordination with FTA, shall ensure that all artifacts, samples and records resulting from the treatment program are curated in accordance with 36 CFR Part 79, except as determined through consultations with Indian tribes carried out in accordance with federal and state laws pertaining to the treatment and disposition of Native American human remains and funerary objects.

B. If artifacts and samples, including associated records and documentation, recovered from municipal or state land are to be curated at the Pueblo Grande Museum, Valley Metro shall follow Pueblo Grande Museum standards and guidelines. Any artifacts and samples, including associated records and documentation, found on Bureau of Reclamation administered lands will be curated at the Arizona State University’s Center for Archaeology and Society (CSA), following CSA standards and guidelines.
XI. Professional Qualifications and Permits

All historic preservation work carried out pursuant to this Agreement shall be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, 36 CFR Section 800.2(a)(1) and the Secretary of Interior's Professional Qualifications Standards (48 Federal Register 44738–9, September 1983). All historic preservation work carried out on state, city, or land pursuant to this Agreement shall be conducted by individuals who meet the professional qualifications of the Arizona Antiquities Act (Arizona Revised Statutes §§ 41-841 through 41-847). Valley Metro shall ensure that its cultural resources contractor obtains an AAA Permit from the ASM prior to conducting archaeological activities on state or city lands pursuant to A.R.S. §41-841 et. seq. Valley Metro shall ensure that its cultural resources contractor obtains an Archaeological Resource Protection Act Permit, issued through the Bureau of Reclamation, prior to conducting archaeological activities on SRP ROW pursuant to 16 U.S.C. § 470aa-mm.

XII. Duration

This Agreement shall commence upon execution by FTA, and the SHPO. This Agreement shall remain in effect until completion of the construction of all aspects of the Undertaking, or for ten (10) years from the date of its execution, whichever is earlier and subject to the below paragraph.

At least six (6) months prior to the tenth (10) anniversary of the Agreement execution date, the Signatories and Invited Signatories shall consult to determine whether this Agreement shall be extended. If the Signatories and Invited Signatories agree to extend the Agreement, the FTA update the Agreement as needed, in consultation with all Signatories and Invited Signatories. Unless otherwise agreed by and between the Signatories, the extended Agreement must be signed and executed by all Signatories and Invited Signatories prior to the tenth (10) anniversary of the Agreement execution date.

XIII. Termination

In the event that any Signatory or Invited Signatory determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories and Invited Signatories to attempt to develop an amendment per Stipulation VI. If within 30 days (or another time period agreed to by all Signatories and Invited Signatories), an amendment cannot be reached, any Signatory or Invited Signatory may terminate the Agreement upon written notification to the other Signatories.

Once the Agreement is terminated, and prior to work continuing on the Undertaking, the FTA must either (a) execute an Agreement pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The FTA shall notify the Signatories and Invited Signatories as to the course of action it will pursue.

XIV. Counterpart Signatures

This Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each Party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively
constitute a single agreement. Signatures transmitted by fax or electronic mail (in portable data format (PDF)) are also permitted as binding signatures to this Agreement.

**XV. Evidence**

Execution of this Agreement by the Signatories and Invited Signatories, and implementation of its terms serve as evidence that FTA has taken into account the effects of the Undertaking on historic properties and has afforded the ACHP its opportunity to comment.

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SIGNATORIES

Federal Transit Administration
By: Edward Garbacz Jr.
Date: 12/27/2016
Printed Name: "EDWARD GARBACZ, JR"
Title: "DEPUTY REGIONAL ADMINISTRATOR"

Arizona State Historic Preservation Officer
By: Kaitlyn Leonard
Date: Jan 3 2017
Printed Name: Kaitlyn Leonard

INVITED SIGNATORIES

Valley Metro
By: Wulf Gate
Date: 12/21/16
Printed Name: Wulf Gate
Title: "DIRECTOR, CAPITAL & SERVICE DEVELOPMENT"

City of Phoenix
By: Albert Santino
Date: 12/22/16
Printed Name: Albert Santino
Title: "DIRECTOR OF HIGH CAPACITY TRANSIT"

Bureau of Reclamation
By: __________________________ Date: ____________________
Printed Name: __________________________
Title: __________________________

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Salt River Project

By: __________________________ Date: ________________

Printed Name: __________________________

Title: __________________________

Arizona Department of Transportation

By: __________________________ Date: ________________

Printed Name: __________________________

Title: __________________________

CONCURRING PARTIES

Arizona State Museum

By: __________________________ Date: ________________

Printed Name: __________________________

Title: __________________________

Ak-Chin Indian Community

By: __________________________ Date: ________________

Printed Name: __________________________

Title: __________________________

Fort McDowell Yavapai Nation

By: __________________________ Date: ________________

Printed Name: __________________________

Title: __________________________

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SIGNATORIES

Federal Transit Administration
By: __________________________ Date: ______________
Printed Name: __________________________
Title: __________________________

Arizona State Historic Preservation Officer
By: __________________________ Date: ______________
Printed Name: __________________________

INVITED SIGNATORIES

Valley Metro
By: __________________________ Date: ______________
Printed Name: __________________________
Title: __________________________

City of Phoenix
By: __________________________ Date: ______________
Printed Name: __________________________
Title: __________________________

Bureau of Reclamation
By: __________________________ Date: 12/23/16
Printed Name: Leslie A. Meyers
Title: Area Manager, Phoenix Area Office

South Central Light Rail Extension Project Memorandum of Agreement
Among the FTA, Valley Metro, City of Phoenix, the SHPO, the Bureau Of Reclamation, the Salt River Project, and the Arizona Department of Transportation
Salt River Project

By: ___________________________ Date: __________________________

Printed Name: ___________________________

Title: ___________________________

Arizona Department of Transportation

By: ___________________________ Date: 12/22/16

Printed Name: Paul O'Brien

Title: Manager Environmental Planning

CONCURRING PARTIES

Arizona State Museum

By: ___________________________ Date: __________________________

Printed Name: ___________________________

Title: ___________________________

Ak-Chin Indian Community

By: ___________________________ Date: __________________________

Printed Name: ___________________________

Title: ___________________________

Fort McDowell Yavapai Nation

By: ___________________________ Date: __________________________

Printed Name: ___________________________

Title: ___________________________

South Central Light Rail Extension Project Memorandum of Agreement
Among the FTA, Valley Metro, City of Phoenix, the SHPO, the Bureau Of Reclamation, the Salt River Project, and the Arizona Department of Transportation
SIGNATORIES

Federal Transit Administration
By: ______________________ Date: ______________
Printed Name:
Title: ______________________

Arizona State Historic Preservation Officer
By: ______________________ Date: ______________
Printed Name: ______________________

INVITED SIGNATORIES

Valley Metro
By: ______________________ Date: ______________
Printed Name: ______________________
Title: ______________________

City of Phoenix
By: ______________________ Date: ______________
Printed Name: ______________________
Title: ______________________

Bureau of Reclamation
By: ______________________ Date: ______________
Printed Name: ______________________
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Salt River Project
By: ___________________________ Date: ______________
Printed Name: ___________________________
Title: ___________________________

Arizona Department of Transportation
By: ___________________________ Date: ______________
Printed Name: ___________________________
Title: ___________________________

CONCURRING PARTIES

Arizona State Museum
By: ___________________________ Date: ______________
Printed Name: ___________________________
Title: ___________________________

Ak-Chin Indian Community
By: ___________________________ Date: ______________
Printed Name: ___________________________
Title: ___________________________

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City of Phoenix
By: ________________________ Date: ______________
Printed Name: ________________________
Title: ________________________

Bureau of Reclamation
By: ________________________ Date: ______________
Printed Name: ________________________
Title: ________________________

South Central Light Rail Extension Project Memorandum of Agreement
Among the FTA, Valley Metro, City of Phoenix, the SHPO, the Bureau Of Reclamation, the Salt River Project, and the Arizona Department of Transportation
FIGURE 2: PROJECT AREA OF POTENTIAL EFFECTS (NORTHERN PORTION)
FIGURE 3: PROJECT AREA OF POTENTIAL EFFECTS (SOUTHERN PORTION)
EXHIBIT B

ADVISORY COUNCIL ON HISTORIC PRESERVATION CONSULTATION LETTER

South Central Light Rail Extension Project Memorandum of Agreement
Among the FTA, Valley Metro, City of Phoenix, the SHPO, the Bureau Of Reclamation, the Salt River Project, and the Arizona Department of Transportation
June 27, 2016

Ms. Mary Nguyen  
Environmental Protection Specialist  
Federal Transit Administration  
Region 9  
888 South Figueroa Street, Suite 1050  
Los Angeles, CA 90017

Ref: Proposed Valley Metro South Central Light Rail Extension Project  
   City of Phoenix, Maricopa County, Arizona

Dear Ms. Nguyen:

The Advisory Council on Historic Preservation (AHP) has received your notification and supporting documentation regarding the adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. Based upon the information provided, we have concluded that Appendix A, Criteria for Council Involvement in Reviewing Individual Section 106 Cases, of our regulations, “Protection of Historic Properties” (36 CFR Part 800), does not apply to this undertaking. Accordingly, we do not believe that our participation in the consultation to resolve adverse effects is needed. However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Additionally, should circumstances change, and it is determined that our participation is needed to conclude the consultation process, please notify us.

Pursuant to 36 CFR §800.6(b)(1)(iv), you will need to file the final Memorandum of Agreement (MOA), developed in consultation with the Arizona State Historic Preservation Office (SHPO), and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the MOA, and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

Thank you for providing us with the notification of adverse effect. If you have any questions or require further assistance, please contact Christopher Wilson at 202-517-0229 or via e-mail at cwilson@achp.gov.

Sincerely,

LaShavio Johnson  
Historic Preservation Technician  
Office of Federal Agency Programs