

MEMORANDUM OF AGREEMENT

**AMONG
FEDERAL HIGHWAY ADMINISTRATION,
CITY OF PHOENIX,
AND**

THE ARIZONA STATE HISTORIC PRESERVATION OFFICER

**REGARDING THE PROPOSED PHOENIX CULTURAL CORRIDOR RAISE GRANT
PROJECT**

**MARICOPA COUNTY, ARIZONA
FEDERAL PROJECT NO. RAIS-23-0011-AZ**

XXXXXX 2026

WHEREAS, the Federal Highway Administration (FHWA) is assisting the City of Phoenix (City) with a proposed cyclist, pedestrian, and aesthetic improvements project (Cultural Corridor) on Hadley Street, S. 10th Street, E. Buckeye Road, E. Sky Harbor Circle S, E. Pima Street, S. 12th Street, E. Mohave Street, and E. Apache Street within the City of Phoenix, Maricopa County, Arizona; and

WHEREAS, the City Cultural Corridor project employs federal funds through a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant awarded directly to the City and administered by FHWA; and it is considered an Undertaking pursuant to Section 106 of the National Historic Preservation Act of 1966 (NHPA) and its implementing regulations (36 Code of Federal Regulations [CFR] 800.6[b][2]); and

WHEREAS, the area of potential effects (APE) for the City Cultural Corridor project is defined as the existing main project roads of Hadley Street, S. 10th Street, E. Buckeye Road, E. Sky Harbor Circle S, E. Pima Street, S. 12th Street, E. Mohave Street, and E. Apache Street in the City of Phoenix, Maricopa County, Arizona. The APE includes the existing roads in question and adjacent areas needed for planned road widening and associated improvements. Additionally, Embedded Advance Warning Signs Zones (EAWSZ) areas along adjacent roads are included as part of the APE. The network of roads and work areas covers 162.25 acres within an area bound by Interstate 10 (I-10)/S. 20th Street on the east, E. 4th Street on the West, E. Watkins Street on the South, and E. Lincoln Street on the north in Sections 8, 9, 10, 15, 16, and 17, Township 1 North, Range 3 East; and

WHEREAS, the FHWA, in its capacity as lead federal agency, is responsible for ensuring compliance with Section 106 of the NHPA, as amended, 54 United States Code (USC) 306108, and its implementing regulations in 36 CFR 800, and is a Signatory to this Memorandum of Agreement (MOA); and

WHEREAS, the Arizona State Historic Preservation Office (SHPO) is authorized to enter this MOA in order to fulfill its role of advising and assisting Federal agencies in carrying out Section

106 responsibilities under 36 CFR 800.2(c)(1)(i) and 800.6(b), and 54 USC 302702(4)(c), and is a Signatory to this MOA; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), the FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination on June 1, 2026; the ACHP declined to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii) on June 11, 2026; and

WHEREAS, the City is a consulting party and a recipient of the RAISE grant funds and is therefore an invited Signatory, pursuant to 36 CFR § 800.2(c)(4); and

WHEREAS, the FHWA shall conduct Section 106 consultation with the Indian Tribes, as set forth in 23 U.S.C. 326(b)(2), except that in accordance with Executive Order (EO) 11593 (Protection and Enhancement of Cultural Resources and EO 13007 (Indian Sacred Sites), FHWA shall retain ultimate responsibility for Government-to-Government consultation with the Tribes; and

WHEREAS, the Indian Tribes that may attach religious or cultural importance to affected cultural resources and Traditional Cultural Properties (TCPs) have been consulted pursuant to 36 CFR 800.2(c)(2)(ii)(A-F) and EO 13175, regarding the effects of the Project on historic properties, and the FHWA has invited the Ak-Chin Indian Community, the Fort McDowell Yavapai Nation, the Fort Mojave Indian Tribe, the Gila River Indian Community, the Hopi Tribe, the Mescalero Apache Tribe, the Pascua Yaqui Tribe, the Pueblo of Zuni, the Salt River Pima Maricopa Indian Community, the Tohono O’odham Nation, the Tonto Apache Tribe, the White Mountain Apache Tribe, the Yavapai Apache Nation, and the Yavapai-Prescott Indian Tribe to participate in this MOA as concurring parties; and

WHEREAS, the Arizona State Museum (ASM), Arizona Department of Transportation, Maricopa Community College District, Phoenix Elementary School, Union Pacific Railroad, and United States Postal Service (USPS) have been invited to participate in this MOA as concurring parties; and

WHEREAS, FHWA, in consultation with SHPO and other consulting parties, has determined that cultural resources sites, AZ T:12:131(ASM), AZ T:12:389, AZ T:12:394(ASM), AZ T:12:47(ASM), AZ T:12:62(ASM), AZ T:12:288(ASM), and AZ T:12:388(ASM), are either eligible or have been recommended for listing in the NRHP, and may or will be adversely affected by the project; a description and proposed treatment for each historic site is provided in Table 1 in Appendix A; and

WHEREAS, in order to satisfy 36 CFR § 800.6(b)(1)(iv), FHWA, in consultation with SHPO and other consulting parties has developed this MOA in order to guide the process of resolving adverse effects upon historic properties. A copy of this MOA will be filed with the ACHP upon execution; and

WHEREAS, the FHWA, in consultation with SHPO and other consulting parties, has determined that cultural resources Midvale T1N R3E S16a/Midvale Site at Nuestro Park and

Midvale T1N R3E S17 are unevaluated but should be treated as potentially eligible listing in the NRHP under Criterion D. Written avoidance commitments have been received from the City's Project Manager confirming that the sites would be avoided by all project activities.; and

WHEREAS, the FHWA, in consultation with SHPO and other consulting parties, has determined that the historic canal Dutch Ditch, is ineligible for listing in the NRHP. However, the canal potentially retains subsurface integrity along its mapped alignment across the current APE. Therefore, monitoring will be conducted to ensure the project has no adverse effect on the linear structure; and

WHEREAS, the City, on behalf of FHWA, shall arrange for public participation appropriate to the subject matter and scope of the project, and FHWA shall consider the nature of the project and its likely effects on historic properties and take steps to involve the individuals, organizations and entities likely to be interested, pursuant to 36 CFR 800.2(d)(1-3); and

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

STIPULATIONS

To the extent of its legal authority, and in coordination with the consulting parties, FHWA shall ensure the following measures are carried out:

I. Professional Qualifications

- A. All actions prescribed by this MOA that involve the identification, evaluation, analysis, recording, treatment, monitoring, or disposition of historic properties, or that involve the reporting or documentation of such actions in the form of reports, forms, or other records, shall be carried out by, or under the direct supervision of a person or persons meeting qualifications set forth in the Secretary of the Interior's Professional Qualification Standards for Archaeology, Historic Architecture, Architectural History, or History, as appropriate (48 FR 44716, Sept. 1983, as updated).
- B. All cultural resources investigations conducted on State land shall be conducted in accordance with Arizona Board of Regents (ABOR) Policy implementing Arizona state antiquities laws (ARS 41-841 *et seq.*) and the State Historic Preservation Act (ARS 41-861 through 41-864), and ARS 41-865, and FHWA shall ensure that its cultural resources contractor obtains an AAA Permit from the ASM prior to conducting archaeological activities on state, city, or county lands pursuant to ARS 41-841 *et seq.*
- C. All cultural resources investigations conducted on USPS land shall be conducted in accordance with ARPA permitting and professional qualifications standards (16 USC 470aa-470mm).

II. Historic Properties Treatment Plan (HPTP)

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- A. The City, on behalf of FHWA, shall develop a Historic Properties Treatment Plan (HPTP). The FHWA will ensure that the project is implemented under the HPTP with an addendum specific to this undertaking in consultation with SHPO and the consulting parties. The HPTP will guide data recovery at eligible cultural resource sites and eligibility testing at unevaluated cultural resource sites. The HPTP also will guide monitoring within the boundaries and buffered locations of projected cultural resources and projected alignments of historic and prehistoric canals. The HPTP shall minimally include the following:
- a. Project description, environmental setting, and culture history;
 - b. Relevant previous research and a research design with questions to be addressed;
 - c. Methodology and permitting for conducting and reporting on the results of extent/eligibility testing, data recovery, monitoring, and archival/ethnohistorical research, including permitting and personnel qualifications and cultural resource sensitivity training protocols;
 - d. Protocols for treatment of human remains and funerary objects;
 - e. Methodology for analysis and curation of recovered materials and records;
 - f. Proposed schedule for each task;
 - g. Project suspension/termination statement that stipulates the procedures to be followed if the project is halted for any reason;
 - h. Supporting maps and other figures and tables.
- B. Any proposed changes to the HPTP shall be approved by the FHWA in consultation with SHPO, City, and the consulting parties prior to its implementation.

III. Field Meetings, Possible Phase II Data Recovery, and Preliminary Report

- A. The City, on behalf of FHWA, will offer to hold an in-field meeting with parties to this Agreement at the termination of extent/eligibility testing and Phase I data recovery (Phase I fieldwork) to discuss the findings and the need for additional work, if any. If no significant deposits are found during Phase I and no additional work is deemed necessary, the Phase I fieldwork component may complete the cultural resource investigations (exclusive of construction monitoring). If FHWA, City, and the consulting parties determine further data recovery is necessary, Phase II data recovery will proceed as outlined in the approved HPTP. The fieldwork will be considered complete when FHWA, COP, and the consulting parties agree that work has been sufficient to meet the requirements put forth in the approved plan.
- B. The City, on behalf of FHWA, shall ensure that, within two weeks of completion of Phase I fieldwork (and Phase II fieldwork, if conducted), the consultant responsible for the archaeological investigations (Permittee) shall prepare and submit a brief preliminary report of findings (Preliminary Report). Preliminary Report contents will be stipulated in the approved HPTP. Any deviations from the HPTP shall be documented.
- C. Upon receipt of the draft Preliminary Report, FHWA and the City shall review and subsequently submit such document concurrently to all consulting parties for review. All consulting parties shall have ten (10) calendar days from receipt to review and provide

comments to FHWA and the City. All comments shall be in writing (e-mail is acceptable) with copies provided to the other consulting parties. FHWA and the City will take these comments into consideration when revising the draft Preliminary Report. If revisions to the Preliminary Report are made, all consulting parties shall have seven (7) calendar days from receipt to review the revisions and provide comments to FHWA and the City.

- D. If by the end of the review period, FHWA and the City does not receive comments from one or more of the consulting parties to the Project, FHWA and the City will follow up with the party to verify that the party has no comment. If, after a reasonable and good faith effort to reach an unresponsive consulting party, there has still been no response, FHWA and the City will assume the party has no comment and will proceed to the next step prescribed by this MOA.
- E. After the consulting parties have concurred with the Preliminary Report covering all phases of extent/eligibility testing and data recovery, FHWA shall issue authorization to proceed with construction in the APE.

IV. Review and Comment on Draft Fieldwork Report

- A. Upon completion of all phases of data recovery and archaeological monitoring, a draft data recovery technical report (draft technical report) shall be prepared (within six months of completion of fieldwork if no features or human remains are encountered, or within 18 months of the completion of fieldwork if features or human remains are encountered) incorporating all appropriate descriptions of extent/eligibility testing, data recovery, monitoring, data analyses, and interpretations.
- B. Upon receipt of the draft technical report, FHWA and the City shall review and subsequently submit such document concurrently to all consulting parties for review. All consulting parties shall have sixty (60) calendar days from receipt to review and provide comments to FHWA and the City. All comments shall be in writing (e-mail is acceptable) with copies provided to the other consulting parties. FHWA and the City will take these comments into consideration when revising the draft technical report. If revisions to the draft technical report are made, all consulting parties have twenty (20) calendar days from receipt to review the revisions and provide comments to FHWA and the City.
- C. If by the end of the review period, FHWA and the City does not receive comments from one or more of the consulting parties, FHWA and the City will follow-up with the party to verify that the party has no comment. If, after a reasonable and good faith effort to reach an unresponsive consulting party, there has still been no response, FHWA and the City will assume the party has no comment and will proceed to the next step prescribed by this MOA.
- D. FHWA and the City will then ensure that the draft technical report is finalized, and copies of the final data recovery technical report shall be provided to all consulting

parties.

V. Construction Variance Review Process

All construction needs cannot be anticipated in advance, and areas required for additional work space (e.g., access roads, ancillary facilities, reroutes, etc.) may be identified at any time following the acceptance of the Inventory Report(s) by the consulting parties. If any newly identified construction needs would result in ground disturbing activities outside of the existing APE, the City will request a variance review from FHWA, after reviewing the results of a records search conducted by a qualified professional.

- A. If no cultural resources or properties of cultural or religious significance to Tribes are present within the variance APE, the results of the Class I inventory will be reported on the SHPO Survey Report Summary Form (SRSF) prior to any variance issuance or use for project-related activities. FHWA and the City will provide an expedited review of the variance request, not to exceed fifteen (15) working days following receipt and will provide written recommendations regarding the variance issuance via electronic mail.
- B. If cultural resources or properties of cultural or religious significance to Tribes are present within the variance APE, the Permittee will prepare a Class I inventory report, and submit it via electronic mail to FHWA and the City; the FHWA and the City will make a Determination of Effect (DOE), if necessary, and submit the report to the consulting parties for review and comment. Should a NRHP-eligible property be identified in the variance APE that will be adversely affected, an amendment to the HPTP will be prepared outlining methods for resolving the adverse effect, consistent with the methods provided in the approved HPTP (see Stipulation II). The consulting parties will provide an expedited review within five (5) working days or less. If no objections to the DOE and the proposed variance are received at the end of the 5-day period, FHWA and the City shall provide the Permittee with written approval of the variance via electronic mail. If objections are received, additional consultation regarding the variance will ensue in accordance with the dispute resolution process found in Stipulation XI (Dispute Resolution).

VI. Authorization to Proceed with Construction and Requirements if Project is Terminated

- A. Following execution of this MOA and issuance of a NEPA decision, FHWA, at its discretion and pending compliance with all other applicable laws and regulations, may authorize the City to begin construction on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and ROW requirements, where there are no historic properties present and where all effects to historic properties and unevaluated cultural resources will be avoided as per agreed-upon measures described in the approved HPTP.
- B. Following acceptance by the consulting parties of the preliminary report summarizing the final phase of data recovery, FHWA, at its discretion and pending compliance with all other applicable laws, regulations, and requirements, may authorize the City to begin

construction on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and ROW requirements.

- C. If the Project is terminated during data recovery for any reason, the FHWA, City, and Permittee shall outline the steps to be taken to complete any data recovery measures that are in progress at the time of proposed Project termination. This requirement includes funding the processing, analysis, and curation of the recovered remains, samples, and records, as well as interpretation of the findings and generation of the reports specified in the approved HPTP.
- D. If the Project is suspended during data recovery or any of the subsequent steps outlined in the HPTP, a preliminary technical report shall also be submitted to the consulting parties following Stipulations III and IV.

VII. Encounter and Treatment of Human Remains

- A. A Burial Discovery Agreement regarding the treatment and disposition of any human remains, funerary objects, sacred ceremonial objects, and objects of national or tribal Patrimony encountered on State and private lands will be developed by ASM pursuant to ARS 41-844 and ARS 41-865.
- B. The Permittee shall notify City if human remains or funerary objects are encountered during implementation of the Project on State or private lands. The City shall ensure the Permittee immediately ceases ground-disturbing activities within a 50-foot radius of the encounter, takes steps to protect the remains, and notifies the ASM and FHWA within 24 hours.
- C. The City, on behalf of FHWA, shall ensure the Permittee follows the requirements of ARS 41-844 and ARS 41-865 and shall ensure the Permittee treats human remains in a manner consistent with the ACHP Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects (February 23, 2007), the requirements of ARS 41-844 and ARS 41-865, and the proposed Project Burial Discovery Agreement issued by the ASM.
- D. If human remains or funerary objects are encountered on USPS land, the Permittee shall notify USPS to begin notification protocols following the requirements of the Native American Graves and Repatriation Act Plan of Action (NAGPRA POA) pursuant to 23 USC 3001 *et seq.*, and in a manner consistent with the ACHP Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects (February 23, 2007), and the requirements of NAGPRA.
- E. The City, on behalf of FHWA, shall ensure the Permittee makes a good faith effort to ensure that the general public is excluded from viewing any Native American human remains, mortuary features, or funerary objects, and no photographs are taken. FHWA and the City shall ensure that construction does not proceed in the location of the encounter until all requirements of the Burial Discovery Agreement or NAGPRA POA

are satisfied.

VIII. Unanticipated Discoveries of Cultural Resources

- A. During construction activities outside of the prescribed monitoring areas for all land jurisdictions, City will ensure its construction contractor(s) provide immediate notification (within 24 hours) if previously unrecorded cultural deposits are encountered during ground-disturbing activities associated with the Project.
- B. The City shall ensure the construction contractor immediately halts ground disturbing activities within a 50-foot radius of the cultural resource for all land jurisdictions, clearly marks the area of the cultural resource, takes steps to ensure that the area of the cultural resource is protected and secured, implements additional measures, as appropriate, to protect the cultural resource from looting and vandalism, and a professional archaeologist inspects the construction site to determine the extent of the discovery and provide recommendations to the FHWA and the City regarding its NRHP eligibility and treatment.
- C. FHWA and the City shall notify SHPO and consulting parties within 48 hours of the discovery and will provide its assessment of the NRHP eligibility of the cultural resource and the measures proposed to resolve adverse effects, if applicable. The SHPO and consulting parties shall respond within 48 hours of the notification. The FHWA and the City will take into account their recommendations on eligibility and proposed actions.
- D. If the discovery is eligible, FHWA, City, SHPO, and other consulting parties shall determine whether the previously approved HPTP (according to Stipulation II) is appropriate to the nature of the cultural resource. If appropriate, the HPTP shall be implemented by the Permittee at the direction of FHWA and the City. If the HPTP is not appropriate to the discovery, FHWA and the City shall ensure that an alternate plan for the resolution of adverse effects is developed and circulated to the consulting parties, who shall have three business days after receipt to review and comment on the alternate plan. FHWA and the City shall consider the parties' comments, and shall implement the alternate plan once any required Project-specific permit has been issued. The alternate plan shall be appended to the HPTP as an addendum.
- E. The City may allow construction activities by the construction contractor to proceed in the area of the cultural resource after the FHWA has determined that implementation of the actions undertaken to address the discovery pursuant to this Stipulation are complete.

IX. Curation

All archaeological materials and records resulting from the data recovery program conducted on State or private lands within the APE shall be curated at ASM or other institution meeting the standards in accordance with ARS 41-844, 36 CFR 79, and guidelines generated by ASM or the

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selected institution.

- A. All artifacts, samples, and records resulting from archaeological investigations on State lands with the exception of human remains, funerary objects, sacred objects, sacred ceremonial objects, and objects of national or tribal patrimony, will be curated at ASM or another state-accredited facility in accordance with standards 36 CFR 79, and guidelines generated by ASM or the selected institution and in accordance with ARS 41-844.
- B. Archaeological resources excavated or removed from private land (with the exception of human remains, funerary objects, sacred ceremonial objects, and objects of national or Tribal patrimony) are the property of the landowner. The landowner will be encouraged to sign a Deed of Gift for the repository.
- C. Materials recovered from State or private land that are subject to repatriation under ARS 41-844 and 41-865 shall be maintained in accordance with the project-specific ASM Burial Discovery Agreement until any specified documentation, as determined following consultation with the appropriate Indian Tribes and individuals, are complete and the materials are repatriated.

X. Confidentiality

The nature and location of archaeological sites discussed in this MOA and the HPTP shall be maintained as confidential pursuant to 36 CFR 800.11(c), allowing access to information, on a “need to know” basis, limited to staff and agents of the FHWA, the respective Tribal Historic Preservation Office (THPO), and the SHPO involved in the planning and reviewing of the Project, and qualified researchers consistent with Section 304 of the NHPA. Consulting parties that are not state or federal agencies should protect archaeological site locations and this information should not be made available to the general public; however, any documents or records FHWA has in its possession are subject to the Freedom of Information Act (FOIA) (5 USC 552 *et seq.*) and its exemptions, as applicable. FHWA shall evaluate whether a FOIA request for records or documents would involve a sensitive historic property, or a historic property to which a Tribe attaches religious or cultural significance, and if such documents contain information that FHWA is authorized to withhold from disclosure by other statutes including Section 304 of the NHPA, as well as the ARPA. If this is the case, FHWA will consult with the ACHP regarding withholding the sensitive information. If a Tribally sensitive property is involved, FHWA will also consult with the relevant Tribe prior to making a determination in response to a FOIA request.

XI. Dispute Resolution

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA shall notify SHPO of the objection and shall:

- A. Forward all documentation relevant to the dispute, including the FHWA’s proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the

resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.

- B. If the ACHP does not provide its advice regarding the dispute within thirty (30) days, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.
- D. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to this MOA or the effect of a project on historic properties be raised by a member of the public, FHWA shall notify the parties to this MOA and take the objection into account, consulting with the objector and with relevant parties to this MOA to resolve the objection.

XII. Amendments

Any signatory to this MOA may propose that the MOA be amended, whereupon the Signatories will consult with each other to consider such an amendment. This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP. The FHWA shall provide all consulting parties with a copy of the executed amendment.

XIII. Withdrawal

Any signatory or concurring party to this MOA may withdraw from the MOA after first providing the other signatories written notice to explain the reasons for withdrawal and providing them an opportunity to consult regarding amendment of the MOA to prevent withdrawal. Any withdrawal will not terminate the MOA, and standard Section 106 guidelines will apply for any withdrawn party.

XIV. Duration of the MOA

- A. This MOA will be null and void if its stipulations are not carried out within ten (10) years from the date of its execution, unless the Signatories agree in writing to an extension in accordance with Stipulation XII.
- B. One year prior to the expiration of the MOA, the Signatories will review the MOA and determine the appropriate action (e.g., extend, revise, allow to expire). This MOA becomes effective upon receipt of the last Signatory's signature, at which time all

consulting parties to this MOA shall be provided a copy. The FHWA shall acknowledge, in writing, that all the obligations under this MOA are complete, and the requirements of this MOA have been fulfilled.

XV. Termination

- A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation XII. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other signatories.
- B. In the event that FHWA cannot carry out the terms of this MOA, FHWA shall comply with 36 CFR 800.3 through 800.6.
- C. Once the MOA is terminated, and prior to work continuing on the Project, the FHWA must either (a) execute an MOA 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 FHWA shall notify the consulting parties as to the course of action it will pursue.

XVI. Anti-Deficiency Act

FHWA's obligations under this MOA are subject to availability of funds and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 USC 1341). FHWA will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs FHWA's ability to implement the stipulations of this MOA, FHWA will consult with SHPO and ACHP in accordance with the amendment and termination procedures in Stipulations XII and XIV.

XVII. Communication Preferences

A list of contacts and communication preferences for the parties to this MOA will be maintained by FHWA through the life of this MOA. Any changes to points of contact or communication preferences should be provided to FHWA to ensure an updated list is maintained for consultation and notification purposes.

XVIII. Counterpart Signatures

This MOA may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTION of this MOA by the Signatories, and subsequent implementation of its terms, evidence that FHWA has taken into account the effects of the Project on historic properties, has afforded the ACHP an opportunity to comment and has satisfied its responsibilities under Section 106 of the NHPA and applicable implementing regulations.

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PROJECT
MARICOPA COUNTY, ARIZONA
FEDERAL PROJECT NO. RAIS-23-0011-AZ**

XXXX 2026

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date _____

Name: Tremaine Wilson

Title:

ARIZONA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date _____

Name:

Title:

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INVITED SIGNATORIES:

CITY OF PHOENIX

By: _____ Date _____

Name:

Title:

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CONCURRING PARTIES:

AK-CHIN INDIAN COMMUNITY

By: _____ Date _____

Name:

Title:

ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____ Date _____

Name:

Title:

ARIZONA STATE MUSEUM

By: _____ Date _____

Name:

Title:

FORT MCDOWELL YAVAPIA NATION

By: _____ Date _____

Name:

Title:

FORT MOJAVE INDIAN TRIBE

By: _____ Date _____

Name:

Title:

GILA RIVER INDIAN COMMUNITY

By: _____ Date _____

Name:

Title:

HOPI TRIBE

By: _____ Date _____

Name:

Title:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

By: _____ Date _____

Name:

Title:

MESCALERO APACHE TRIBE

By: _____ Date _____

Name:

Title:

PASCUA YAQUI TRIBE

By: _____ Date _____

Name:

Title:

PHOENIX ELEMENTARY SCHOOL

By: _____ Date _____

Name:

Title:

PUEBLO OF ZUNI

By: _____ Date _____

Name:

Title:

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

By: _____ Date _____

Name:

Title:

TOHONO O'ODHAM NATION

By: _____ Date _____

Name:

Title:

TONTO APACHE TRIBE

By: _____ Date _____

Name:

Title:

UNION PACIFIC RAILROAD

By: _____ Date _____

Name:

Title:

UNITED STATES POSTAL SERVICE

By: _____ Date _____

Name:

Title:

WHITE MOUNTAIN APACHE TRIBE

By: _____ Date _____

Name:

Title:

YAVAPAI APACHE NATION

By: _____ Date _____

Name:

Title:

YAVAPAI PRESCOTT INDIAN TRIBE

By: _____ Date _____

Name:

Title:

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XXXX 2026

LIST OF APPENDICES

A. Table 1: Historic sites and Proposed Treatment

REFERENCES CITED

Darby, Connie A.

2026 Class I Inventory for the City of Phoenix Cultural Corridor Project. Report No. pr25-143,
Desert Archaeology, Inc. Tucson, AZ.

APPENDIX A

Table 1: Historic sites and Proposed Treatment

Site Number, Site Name	Affiliation	Site Type	Eligibility Status	Proposed Treatment
AZ T:12:47(ASM), Pueblo Salado	Pre-contact Hohokam	Village, agriculture	Eligible (D)	Monitor
AZ T:12:62(ASM), Dutch Canal Ruin	Pre-contact Hohokam	Habitation, agriculture	Eligible (D)	Monitor
AZ T:12:131(ASM), Canal Patricio System	Pre-contact Hohokam	Canal system	Eligible (D)	Data recovery where required; Monitor all other areas overlapping APE
AZ T:12:288(ASM), precontact Ann OttAZ	Pre-contact Hohokam	Habitation	Eligible (D)	Monitor where overlaps with project limits
AZ T:12:388(ASM), precontact Cuatro MilpasAZ	Pre-contact Hohokam	Single pithouse with artifacts	Eligible (D)	Monitor where overlaps with project limits
AZ T:12:389(ASM), Canal Salado SystemAZ	Pre-contact	Canal system	Eligible (D)	Data recovery where required; Monitor all other areas overlapping APE
AZ T:12:394(ASM), precontact El Campito	Pre-contact Hohokam	Hearth, pithouse	Eligible (D)	Data recovery where required; Monitor all other areas overlapping APE
AZ T:12:421(ASM), Dutch Ditch	Historic	Canal	Ineligible	Monitor: as canal might retain subsurface integrity across APE
Midvale T1N R3E S16a, Midvale site at Nuestro Park	Precontact	Unknown;	Unevaluated; Potentially Eligible (D)	Written avoidance commitments have been received from the City Project Manager confirming that the sites would be avoided by all project activities.
Midvale T1N R3E S17	Precontact	Unknown;	Unevaluated; Potentially Eligible (D)	Written avoidance commitments have been received from the City Project Manager confirming that the sites would be avoided by all project activities.

Memorandum of Agreement (dated XXXX 2026)
City Cultural Corridor
Federal Number: RAIS-23-0011-AZ