

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF TUCSON  
AND THE ARIZONA STATE HISTORIC PRESERVATION OFFICE  
REGARDING  
THE CONSTRUCTION OF AFFORDABLE SINGLE FAMILY HOMES  
TUCSON, ARIZONA**

**WHEREAS**, the City of Tucson (the City) proposes to provide financing for construction of five assisted and one market rate single family housing unit(s) through its HOME Investment Partnership program, on 19,076 square feet of public land at Court and Meyer Streets in Tucson, Pima County, Arizona; and

**WHEREAS**, the area of potential effect is defined as the project site as shown in the attached report, as depicted on a map entitled "Map Showing Locations of Trenches and Features in the Project Area", (Figure 2.1) in the cultural resources survey report prepared by Desert Archaeology, Inc., in February, 2001; and

**WHEREAS**, the City has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (NHPA), and its implementing guidelines as provided in 36 C.F.R. Part 800, to resolve the adverse effects of the proposed construction on the historic property; and

**WHEREAS**, the parties to this Memorandum of Agreement (MOA) agree to follow the Advisory Council on Historic Preservation (Council) guidance as provided in 36 C.F.R. Part 800 as of June 18, 1999; and

**WHEREAS**, the Native American tribes that may attach religious or cultural importance to the affected historic property (the Hopi Tribe, Pueblo of Zuni, Ak-Chin Indian Community, Tohono O'Odham Nation, Gila River Indian Community, Pascua Yaqui Tribe, Salt River Pima-Maricopa Indian Community) have been invited to participate in the consultation and to concur with this MOA; and

**WHEREAS**, the City and SHPO have also invited the El Presidio Neighborhood Association to participate in the consultation and to concur with this MOA; and

**WHEREAS**, SHPO and the City agree that AZ BB:13:688 (ASM) is eligible for inclusion on the National Register of Historic Places under Criterion D, and the El Presidio Historic District is listed on the National Register of Historic Places; and

**NOW, THEREFORE** the City and the SHPO agree that, upon acceptance of this MOA by the Council, and upon the City's decision to proceed with financing the homes, the City shall insure that the following stipulations are implemented in order to take into account the effects of the homes upon the historic properties of located in the El Presidio historic district that are wholly or partially present within the area of potential effect.

## Stipulations

The City shall ensure that the following stipulations are carried out.

1. A Data Recovery Work Plan (Plan) is submitted by the City to the SHPO, and any tribal governments that respond to the City's invitation to participate in the consultation, for 30 days' review. The Plan will be consistent with the Secretary of the Interior's Standard and Guidelines for Archaeological Documentation (48 FR 44734-37), and will take into account the Council's publication *Treatment of Archaeological Properties* (1980). Unless any signatory or concurring party objects to the Plan within 30 days after receipt of the Plan, the City shall ensure that it is implemented prior to construction.

The Plan specifies:

- a. The Property where data recovery is to be carried out;
- b. The research questions to be addressed through data recovery, with an explanation of their relevance and importance;
- c. The field procedures and laboratory analysis methods to be used, with an explanation of their relevance to the research questions;
- d. The methods used in analysis, data management, and dissemination of data to the professional community, including a schedule;
- e. The proposed disposition and curation of recovered materials and records;
- f. A proposed schedule for the submission of progress, summary and other reports to the appropriate signatories and concurring parties;
- g. Methods for evaluating and treating newly discovered cultural resources taking into account the provisions in 36 C.F.R. § 800.13 and A.R.S. 41-865;
- h. In the event that burials/human remains are discovered, appropriate measures will be taken through the Arizona State Museum (ASM) and interested tribal governments.
- i. Proposed methods for involving the public during data recovery and for dissemination of results of the data recovery to the interested public, subject to the confidentiality guarantees provided in 36 C.F.R. 800.11(c).

2. Failure to comment within 30 days after the recipient of the Plan will be presumed to represent concurrence with the Plan.
3. If SHPO or any other party to this agreement requests revisions to the Plan, the parties to this agreement shall be provided with 20 days from receipt to review and comment upon the revised plan.
4. That within 180 days of completion of data recovery, a report will be prepared incorporating all appropriate data analyses and interpretations, and the report will be submitted to signatories and concurring parties who will be provided with 30 days to review and comment upon the data recovery report.
5. That all historic preservation work carried out pursuant to this MOA is carried out by or under the supervision of a person, or persons, meeting at a minimum the Secretary of the Interior's Professional Qualification Standards (48 FR 44738-44739). For this work, the Professional Qualification Standards for an historical archaeologist will be used.
6. That all materials subject to repatriation shall be maintained in accordance with the burial agreement until any specified analyses, as determined following consultation with the appropriate Native American groups and individuals, are complete and the materials are returned.
7. If an objection is raised by a member of the public at any time during the implementation of the measures stipulated in this MOA, the City shall take the objection into account and consult as needed with the objecting party and SHPO to resolve the objection.
8. Should any signatory or concurring party to this MOA object within 30 days to any plan or report provided for review or to any aspect of this undertaking related to historic preservation issues, the City shall consult with the objecting party to resolve the objection. If the objection cannot be resolved, the City shall request further comments from the Council with reference only to the subject of the dispute; the City's responsibility to carry out all actions under this MOA that are not the subject of the dispute will remain unchanged.
9. If potential historic or prehistoric archaeological material or properties are discovered after construction begins, the person in charge of the construction shall promptly report the discovery to the City and shall immediately take steps to stabilize and maintain preservation of the discovery. A professional archaeologist shall be consulted to evaluate the nature and significance of the buried remains. If the discovery appears to involve human remains as defined in ASM rules implementing A.R.S. 41-865, ASM and the City shall ensure that the discovery is treated in accordance with the burial agreement.

10. The City shall ensure that all records resulting from archaeological excavation and monitoring associated with the project are curated by an institution meeting the standards set forth in 36 C.F.R. Part 79, and that all artifacts and other material resulting from the same excavation and monitoring are maintained in accordance with 36 C.F.R. Part 79 until the analyses specified in the data recovery work plan referenced in Stipulation 1 is complete, at which time the artifacts and materials may be either claimed by the property owner or donated to an appropriate institution for curation.
11. The City shall insure that, notwithstanding the contents of Stipulation 14, all human remains and associated items of cultural patrimony shall be repatriated or otherwise treated in accordance with the burial plan in Stipulation 1(h), pursuant to A.R.S. 41-865.
12. This MOA may be amended by SHPO and the City pursuant to 36 C.F.R. 800.6(c)(7). The City shall file any amendments with the Advisory Council and provide notice to the concurring parties.
13. Either the City or SHPO may terminate the MOA by providing 30 day's notice to the other signatory, providing that the signatories will consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination pursuant to 36 C.F.R. 800.6(b). If the parties cannot agree on how to resolve adverse effects, the City will comply with 36 C.F.R. § 800.7(a).

This agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Memorandum of Agreement by the signatories and its subsequent filing with the Advisory Council on Historic Preservation is evidence that the City has afforded the Council an opportunity to comment on the project and its effects on the referenced historic properties, and that the City has taken into account the effects of the undertaking on these historic properties.

## SIGNATORIES

ARIZONA STATE HISTORIC PRESERVATION OFFICER

By James Gowen Date 7/11/01  
 Title AZ SHPO

CITY OF TUCSON HISTORIC PRESERVATION OFFICE

By Marty M. Mc Cune Date 6/29/01  
Title Historic Preservation Officer

**Concurring Parties**

EL PRESIDIO NEIGHBORHOOD ASSOCIATION

By Debbie Jacob Date July 2001  
Title president, 2001 EPNA

Results of a Testing Program and a  
Plan for Archaeological Data Recovery  
of the Property between Court and  
Meyer Avenues at 6th Street, Tucson,  
Pima County, Arizona

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Helga Wöcherl

Contributions by

Allison Cohen Diehl  
James M. Heidke  
J. Homer Thiel

Submitted to

Ms. Graciela M. Ochoa  
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Technical Report No. 2000-17  
Desert Archaeology, Inc.

3975 North Tucson Boulevard, Tucson, Arizona 85716 • May 2001