



November 13, 2015

Ms. Joy Nicholopoulos
Deputy Regional Director
Fish and Wildlife Service
U.S. Department of the Interior
P.O. Box 1306
Albuquerque, NM 87103

Dear Ms. Nicholopoulos:

The Society for American Archaeology (SAA) appreciates the opportunity to provide the following comments on the draft Memorandum of Agreement—dated October 8, 2015—between the U.S. Fish and Wildlife Service (USFWS), the Arizona Game and Fish Department (AGFD), and other parties. We recognize the substantial effort reflected in this draft MOA and nonetheless find the need for a number of changes prior to execution.

SAA is an international organization that, since its founding in 1934, has been dedicated to research about and interpretation and protection of the archaeological heritage of the Americas. With nearly 8,000 members, SAA represents professional archaeologists in colleges and universities, museums, government agencies, and the private sector. SAA has members in all 50 states as well as many other nations around the world.

We highlight the following specific issues, and include suggestions for revisions that would resolve them.

1. Whereas Clause 22: There is no mention of the National Trust for Historic Preservation being granted consulting party status or concurring party status on the MOA. This clause should be amended to include a reference to the National Trust.
2. Whereas Clause 30: There is no explanation as to how USFWS and AGFD arrived at the cost for Phase II of the mitigation, specifically the total of \$170,000. To date, the consulting parties have not been provided with a good faith cost estimate for the Phase II work. It is also unclear just how the mitigation work following excavation and screening of the berms will be funded. Those activities are also central to the proper mitigation of adverse effects that have occurred at Amity Pueblo.
3. I.A.: This sentence should be amended to read: “The Service shall work with AGFD to provide the funding needed to recover artifacts and bone material from the spoils pile and berm at Amity Pueblo that were created during the disturbance caused by the Undertaking.”

4. I.A. Task #5: This stipulation states "...will transfer the Commission owned 71.04 acres to the Archaeological Conservancy provided said transfer is authorized by Arizona law." Mitigation codified in a legal agreement, such as this MOA, cannot be conditional. USFWS and AGFD must establish the legality of this land transfer prior to the finalization and execution of this MOA.

5. I.E.1. This stipulation states "ASM will develop an agreement with the Tribes for the treatment and disposition of human remains..." SAA recommends finalizing this agreement prior to MOA execution and attaching the agreement to the MOA as a means to avoid uncertainty and discord among the parties.

6. II. Long Term Preservation, Monitoring, and Protection: This section of the MOA states "To the extent permitted by law, AGFD will work with the Archaeological Conservancy to develop a long-term protection plan for the 26-Bar Property..." SAA is uncomfortable with the ambiguity in this clause. If the law limits or bars the collaboration of these two organizations in the creation of a long-term management plan for the property, then it cannot be said to constitute mitigation. Additionally, the consulting Tribes must be included in the formulation and implementation of the plan.

7. VII. Duration: Ten (10) years is too long to allow the agencies to accomplish the effect reductions specified in the MOA, especially given the four-year delay thus far. SAA suggests that four (4) years from the date of execution should provide ample time to excavate and screen the berms, create a treatment plan for human remains and funerary objects, repatriate/rebury the remains, finalize a transfer with the Archaeological Conservancy, create a long-term preservation plan, and create an educational video about Amity Pueblo. Further, it would be useful to all parties for the MOA to specify schedules and deadlines for each of the individual tasks.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Gifford-Gonzalez". The signature is written in a cursive, somewhat stylized script.

Diane Gifford-Gonzalez
President