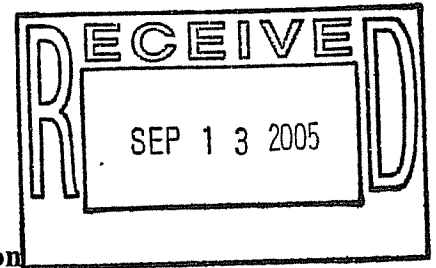


**MEMORANDUM OF UNDERSTANDING**  
**Regarding**  
**Narragansett Indian Tribal Historic Consultation**



by and between the  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
the  
FEDERAL HIGHWAY ADMINISTRATION  
and the  
NARRAGANSETT INDIAN TRIBE

This Memorandum of Understanding is entered into by and between the State of Rhode Island and Providence Plantations, through its Department of Transportation (hereinafter called the RIDOT), with its principal office located at Two Capitol Hill, Providence, Rhode Island 02903, the Federal Highway Administration (hereinafter called the FHWA), with its RI Division Office at 380 Westminster Street, Room 547, Providence, Rhode Island 02903, the Narragansett Indian Tribe (hereinafter called the NIT), through its Narragansett Indian Tribal Historic Preservation Office, (hereinafter called the NITHPO), P.O. Box 700, Wyoming, Rhode Island 02898.

WHEREAS: RIDOT as the State Agency responsible for administrating projects funded by the FHWA is required to comply with the National Historic Preservation Act of 1966, as amended, (16 USC 470); the Archaeological Resources Protection Act of 1979, (16 USC 470aa-mm) and the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq.); and

WHEREAS: On October 27, 1998, RIDOT, the Chief Sachem of the NIT and the NITHPO entered into a Memorandum of Understanding (MOU) regarding the standard by which the parties would conduct their mutual affairs with each other regarding the protection of archaeological, sacred, and historic sites of the NIT within the State of Rhode Island, through NITHPO monitoring of RIDOT archaeological investigations; and

WHEREAS: the parties wish to terminate that MOU and enter into a new MOU for the services of the NIT to work with RIDOT in achieving compliance with the requirements of these Acts; and

WHEREAS: the NIT agrees to perform such monitoring services for RIDOT through the NITHPO under the terms and conditions set forth in this MOU which establishes the standard by which RIDOT and the NIT shall conduct their mutual affairs with each other regarding the protection of archaeological, sacred, and historical sites of the NIT within the State of Rhode Island.

NOW, THEREFORE, the parties do agree:

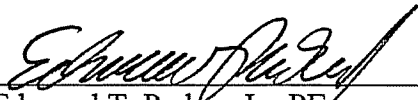
1. The above recitals are hereby incorporated by reference as if fully restated.
2. The 1998 MOU, including its Exhibit "A", is terminated.
3. The term of this MOU is one (1) year from the date of execution, and will be renewed each year for two (2) years in accordance with the FY 2006-2007 Transportation Improvement Program (TIP).
4. This MOU is in reference to all undertakings as defined in 36 CFR 800.16(y) and other activities that: 1) are on RIDOT property which was purchased with federal funds, and 2) are under federal regulations which require NITHPO notification.

5. Any party to this MOU may terminate for cause by providing thirty (30) days written notice to the other parties, provided that the parties will consult during the period before termination to seek an agreement that would avoid termination.
6. During the term, RIDOT will:
  - a. Send written notification to the NITHPO when a Phase I, II, or III archaeological investigation will be conducted on a RIDOT project or other activities that: 1) are on RIDOT property which was purchased with federal funds, and 2) are under federal regulations which requires NITHPO notification.
  - b. Upon receipt of notification that the NITHPO wishes to be involved, coordinate with the NITHPO as a "consulting party" as that term is defined in 36 CFR 800.2(c)
  - c. Provide three (3) working days notification to NITHPO for any archaeological investigations.
  - d. Review, comment upon, and approve the Scope of Work submitted by the NITHPO.
  - e. Make, within thirty (30) days of execution of this MOU, the first of three (3) equal payments of \$50,000.00 totaling \$150,000.00 to the NITHPO. The second and third payments will be made four months and seven months after the execution of this MOU respectively.
7. During the term, NITHPO will:
  - a. Respond to RIDOT's notifications of Phase I, II, & III archaeological investigations.

- b. Coordinate with RIDOT as a consulting party in reference to those investigations in which it chooses to participate.
- c. Provide to RIDOT within fourteen (14) days of the execution of this Agreement, an archaeological monitoring Scope of Work for the twelve (12) month period, to be used in reference to all projects in which it acts as a consulting party.
- d. Provide opinions and comments consistent with Section 106 of the National Historic Preservation Act.
- e. Hire additional staff to accommodate the quantity of RIDOT projects in accordance with the Scope of Work.
- f. Provide to FHWA and DOT a report at the end of the year that includes the number of archaeological investigations that NITHPO monitored, the total number of man-hours expended, the number of reports produced, and any other relevant documentation. This report will be the basis for any revisions to the funding amount in the subsequent year.

IN WITNESS THEREOF, the parties, through their duly authorized representatives have executed this Agreement on the 1<sup>st</sup> day of August, 2005 A.D.

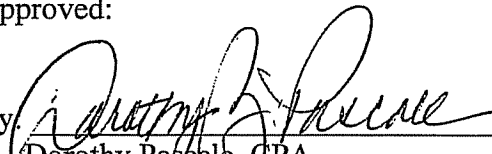
RHODE ISLAND DEPARTMENT OF TRANSPORTATION  
Recommended for Approval:

by:   
Edmund T. Parker, Jr., PE  
Chief Engineer

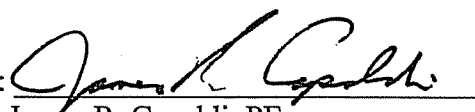
Approved as to form:

By:   
John Affleck, Esq.  
Chief Legal Council


Approved:

By:   
Dorothy Pascale, CPA  
Assistant Director

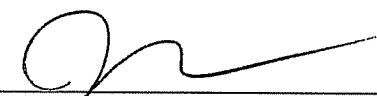
Approved:

By:   
James R. Capaldi, PE  
Director

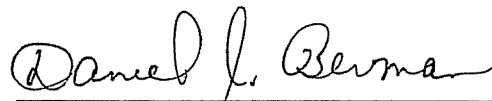
NARRAGANSETT INDIAN TRIBE  
Approved:

  
Matthew Thomas  
Chief Sachem

HISTORIC PRESERVATION OFFICE  
Approved:

  
John B. Brown, III  
Tribal Historic Preservation Officer

FEDERAL HIGHWAY ADMINISTRATION  
Approved:

  
for Lucy Garliauskas  
Division Administrator  
U.S. Department of Transportation