APPENDIX F. Part 4

Draft Programmatic Agreement Among
the U.S. Army Corps of Engineers, Memphis District, the Mississippi
State Historic Preservation Officer, and the Chickasaw Nation
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PROGRAMMATIC AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT,
THE MISSISSIPPI STATE HISTORIC PRESERVATION OFFICER,
AND THE CHICKASAW NATION
REGARDING THE MANAGEMENT MEASURES TO BE IMPLEMENTED
AS A RESULT OF THE MEMPHIS METRO STORMWATER – NORTH
DESOТО COUNTY FEASIBILITY STUDY
DESOТО COUNTY
MISSISSIPPI

PREAMBLE

WHEREAS, the U.S. Army Corps of Engineers, Memphis District (USACE), is
conducting a feasibility study (Study) as authorized by the 1996 Memphis Metro Authority and a
House Resolution issued on 7 March 1996 stating that a review of the Wolf River and its
Tributaries, Tennessee and Mississippi shall evaluate the effectiveness of existing Federal and
non-Federal improvements and determine the need for additional improvements to flooding from
storm water, to restore environmental resources, and to improve the quality of water entering the
Mississippi River and its Tributaries; and

WHEREAS, the Study is being conducted to identify and respond to problems and
opportunities associated with flooding and channel degradation, as well as, ecosystem restoration
in the Horn Lake Creek and Coldwater River Basins. It is anticipated that the Study will identify
a flood risk management plan that reasonably maximizes National Economic Development
(NED) benefits, as well as, an ecosystem restoration plan that reasonably maximizes National
Ecosystem Restoration (NER) benefits; and

WHEREAS, USACE proposes to study alternatives and measures that relate to reducing
the flood damages to businesses, residential, and critical infrastructure in Horn Lake and
Coldwater Basins in DeSoto County, reducing risk to human life from flooding and rainfall
events throughout the county, and restoring and protecting aquatic and riparian ecosystems
including, but not limited to, the following measures: [levee and floodwall protection, channel
enlargement of Horn Lake Creek, detention basins, nonstructural aggregation, bank stabilization,
grade control structures (GCS), and riparian restoration; and

WHEREAS, USACE is the lead federal agency for purposes of the National
Environmental Policy Act of 1969 (NEPA) and its implementing regulations, set out at 40 CFR
Parts 1500-1508 (43 FR 55978), “Section 106” of the National Historic Preservation Act (NHPA)
regulations, set out at 36 CFR Part 800, and in accordance with 36 CFR § §800.2(a)(2) and
800.8; and
WHEREAS, USACE has determined that the Study, and any subsequent associated project activities (Project), constitute an Undertaking, as defined in 36 CFR § 800.16(y), and therefore is subject to Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. § 306108 (NHPA); and

WHEREAS, USACE has defined the undertaking’s preliminary area of potential effects (APE) as the Horn Lake Creek-Nonconnah and Coldwater River Basins in DeSoto County, Mississippi. This includes Horn Lake Creek and tributaries, Nonconnah River, Camp Creek and Tributaries, Hurricane Creek, Johnson Creek, and numerous tributaries of the Coldwater River watershed in northern DeSoto County, Mississippi (Appendix A); and

WHEREAS, multiple properties are known to be present within the APE, many of which have not been evaluated for National Register eligibility, and although extensive archaeological inventory has been completed within the APE under other projects, large portions of the APE have not been inventoried for Historic Properties; and

WHEREAS, USACE initiated consultation with the Mississippi State Historic Preservation Officer (MS SHPO), the Alabama-Coushatta Tribe of Texas, the Cherokee Nation, the Choctaw Nation, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, The Chickasaw Nation, The Muscogee (Creek) Nation, The Quapaw Nation, and the Tunica-Biloxi Tribe of Louisiana via letter sent on May 14, 2021, pursuant to the NHPA; and

WHEREAS, USACE, with the concurrence of the SHPO and Tribal Historic Preservation Officers (THPOs), has determined to comply with Section 106 of the NHPA for the Project through the execution and implementation of this Programmatic Agreement (PA) because USACE cannot fully determine the effects of the Undertaking on Historic Properties [36 CFR § 800.14(b)(1)(ii)], for all segments of the Project at this time; and

WHEREAS, this PA shall establish the process USACE shall follow for compliance with 54 U.S.C. § 306108 (referred to hereinafter as “Section 106”), taking into consideration the views of the Signatories, Invited Signatories, and Concurring Parties; and

WHEREAS, the Desoto County Board of Supervisors is the non-Federal Sponsor for the study and has been invited to participate in the development of this PA, but declined to participate via email; and

WHEREAS, in accordance with 36 CFR §§ 800.2(c)(2)(ii)(A), 800.3(f)(2), and 800.14(b)(2)(i), USACE has contacted Federally Recognized Native American Tribes (Tribes) via letter(s), phone call(s), email(s), and meeting(s), to invite them to consult on this PA, including the Alabama-Coushatta Tribe of Texas, the Cherokee Nation, the Choctaw Nation, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, The Chickasaw Nation, The Muscogee (Creek) Nation, The Quapaw Nation, and the Tunica-Biloxi Tribe of Louisiana; USACE has invited them (and others who may be identified in the future as appropriate Concurring Parties) to participate as Concurring Parties to this PA; and USACE will continue consultation throughout the duration of this PA; and
WHEREAS, The Chickasaw Nation has participated in the development of this Agreement and CEMVM has invited them to sign this Agreement as an Invited Signatory; and

WHEREAS, the Cherokee Nation has participated in the development of this Agreement and CEMVM has invited them to concur in this Agreement; and

WHEREAS, CEMVM has and will continue to consult with any interested Tribe who may have not yet requested to consult; and

WHEREAS, the definitions set forth in 36 CFR § 800.16 are incorporated herein by reference and apply throughout this PA; and

WHEREAS, the definitions for Signatory Parties set forth in 36 CFR § 800.6(c)(1), and the definitions for Concurring Parties set forth in 36 CFR § 800.6(c)(3), are incorporated herein by reference and apply throughout this PA: and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE has notified the Advisory Council on Historic Preservation (ACHP) of its intent to develop a Programmatic Agreement with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) through written documentation received 28 June 2021; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(4) and 36 CFR § 800.14(b)(2)(ii), USACE has notified the public of the Project and provided an opportunity for members of the public to comment on the project and the Section 106 process as outlined in this PA;

NOW THEREFORE, USACE, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on Historic Properties.

STIPULATIONS

To the extent of its legal authority, and in coordination with other Signatories, USACE shall ensure that the following stipulations are implemented and shall not authorize an individual Undertaking until Section 106 review is completed pursuant to this PA.

I. APPLICABILITY

A. This Agreement applies to Undertakings within the preliminary APE of this Study which are subsequently recommended in any Chief’s Report, specifically including USACE actions in Horn Lake Creek-Nonconnah and Coldwater River Basins.

B. If another federal program or federal agency has concluded Section 106 consultation review and approved an Undertaking within the past five (5) years, and no new
substantial information has been revealed, USACE has no further requirement for Section 106 compliance regarding that Undertaking provided that USACE:

1. Confirms that the Area of Potential Effects (APE) and effect [as defined by 36 CFR § 800.16(i)] of its Undertaking are the same as that of the Undertaking reviewed by the previous agency, and;

2. Determines that the previous agency complied with Section 106, including tribal consultation, appropriately and;

3. Adopts the findings and determinations of the previous agency.

4. USACE shall notify the SHPO and consulting Tribes regarding this determination. If USACE, in consultation with the SHPO and Consulting Tribes determine that the previous Section 106 review was insufficient or involved interagency disagreements about eligibility, effect determinations, and/or resolution of adverse effects (implementation of Treatment Measures), USACE shall conduct additional Section 106 consultation in accordance with the terms of this Agreement.

5. USACE shall document these findings in its project file in order to confirm that the requirements of Section 106 have been satisfied.

C. USACE has determined that the following types of activities have limited or no potential to affect historic properties and USACE has no further Section 106 responsibilities with regard to them, pursuant to 36 CFR § 800.3(a)(1):

1. Administrative actions such as personnel actions, travel, procurement of services, and supplies (including vehicles and equipment) for the support of day-to-day operational activities, and the temporary storage of materials provided storage occurs within existing facilities or on previously disturbed soils.

2. Providing funding for planning, studies, and design and engineering costs that involve no commitment of resources other than staffing and associated funding.

3. Funding the administrative action of acquiring properties, including the real estate transactions and transfers.

4. Boundary surveying, monitoring, data gathering, and reporting in support of planning or design activities (e.g., conducting geotechnical boring investigations or other geophysical and engineering activities provided no clearing or grubbing is necessary).

5. Demarcation of project areas and resources (e.g., cultural sites, wetlands, threatened and endangered species habitat).
II. ROLES AND RESPONSIBILITIES OF THE CONSULTING PARTIES

A. USACE:

1. Shall not authorize implementation of an individual Undertaking until Section 106 review is completed pursuant to this Agreement.

2. Shall notify and consult with the SHPO, Tribes, and other Consulting Parties. Consultations may include face-to-face meetings, as well as communications by U.S. mail, e-mail, facsimile, and/or telephone. Times and places of meetings, as well as an agenda for meetings, will be developed with mutual acceptance and done in a timely manner.

3. Shall consult with any Tribes on a government-to-government basis in recognition of its sovereign status, whether a signatory to this Agreement or not, but particularly regarding sites that may have traditional, religious, and/or cultural importance to Tribes. In meeting its federal trust responsibility, USACE alone shall conduct all government-to-government consultation with Tribes.

4. Shall be responsible for determining the APE, identifying historic properties located within the APE, providing NRHP eligibility determinations, and findings of effect, in consultation with SHPO, Tribes, and other Consulting Parties.

5. Shall ensure all Cultural Resources review is conducted by qualified professional staff as outlined in Stipulation V.

6. Shall ensure that all documentation generated as part of the NHPA process resulting from these Undertakings shall be consistent with applicable Standards (State and Federal) (Stipulation V) and confidentiality provisions outlined in Stipulation III.

7. Shall use federal staff who meet the Professional Qualifications Standards as set forth in the Federal Register at 48 Fed. Reg., Vol. 190, 44716-01 (September 29, 1983), as amended (Qualified Staff) in defining APE boundaries, completing identification and evaluation of all historic properties, and making determinations of effects.

8. Shall ensure, to the greatest extent practicable, that the MS SHPO and the appropriate Tribe(s) are consulted at the same time. And will, prior to submitting any determinations of eligibility and/or finding of effect as part of the consultation, review National Register eligibility recommendations provided by a cultural resources contractor and make its own determination.
9. USACE contractors shall not consult directly with the MS SHPO or THPO, Consulting Tribes, or Tribes. Consultation with SHPO/THPO, Consulting Tribes, or Tribes remains a federal responsibility. This is/will be documented in any Scope of Work (SOW) for Cultural Resource Management activities or other construction work.

10. Shall, when authorizing individual Undertakings requiring environmental/cultural conditions pursuant to this Agreement, include all stipulations and conditions negotiated as part of the Section 106 Process. USACE will ensure that this information is communicated to the USACE contractor and will be available for technical questions related to its implementation. This information is conveyed through the Buildability, Constructability, Operability, Environmental and Sustainability Reviews (BCOES Process), per Engineering Regulation 415-1-11, leading to solicitation.

B. MISSISSIPPI SHPO:

1. The SHPO shall coordinate with USACE, to identify Consulting Parties, including any communities, organizations, or individuals that may have an interest in a specific Undertaking and its effects on historic properties.

2. The SHPO shall consult with USACE regarding USACE’s determination of the APE, National Register eligibility, and findings of effect responding within timeframes set out in Stipulation IV.B.

3. On a project basis, the SHPO shall provide, as part of the consultation, available information about historic properties (such as access to site files, GIS data, survey information, geographic areas of concern) for the purposes of addressing effects to historic properties. Only Qualified Staff, per Stipulation V.A.1. shall be afforded access to protected historic property information. USACE and the SHPO may execute a written agreement to clarify and memorialize data sharing if it extends beyond any basic fee structure or access schedule.

4. The SHPO staff shall be reasonably available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation has occurred, USACE shall provide a written summary via e-mail or regular mail to SHPO, including any decisions that were reached.

C. FEDERALLY RECOGNIZED TRIBES:
1. USACE acknowledges that Tribes possess special expertise in assessing the National Register eligibility of properties with religious and cultural significance to that particular Tribe. Tribal leaders, and as appropriate, their representatives, shall designate an individual(s) for the Tribe’s review of Undertakings affecting properties with religious and cultural significance to that particular Tribe. Designations such as this will follow the intent and processes laid out in USACE’s 2012 Tribal Consultation Policy.

2. Tribes (THPOs and other designees) may coordinate with USACE, to identify Consulting Parties, including any communities, organizations, or individuals that may have an interest in a specific Undertaking and its effects on historic properties.

3. Tribes (THPOs and other designees) may consult with USACE regarding USACE’s determination of the APE, National Register eligibility, and findings of effect responding within timeframes set out in Stipulation IV.B.

4. On a project basis, Tribes (THPOs and other designees) may provide, as part of the consultation, available information about historic properties (such as access to site files, GIS data, survey information, geographic areas of concern) for the purposes of addressing effects to historic properties. Only Qualified Staff, per Stipulation V.A. 1. shall be afforded access to protected historic property information. USACE and any Tribe may execute a written agreement to clarify and memorialize data sharing, if it extends beyond any basic fee structure or access schedule.

5. Tribes (THPOs and other designees) shall be reasonably available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation has occurred, USACE shall provide a written summary via e-mail or regular mail to THPO, including any decisions that were reached.

III. CONFIDENTIALITY OF HISTORIC PROPERTY INFORMATION

A. USACE will safeguard information about historic properties to the extent allowed by Section 304 of NHPA (54 U.S.C. § 307103), Section 9 of the Archaeological Resources Protection Act (ARPA), and other applicable federal laws, as well as implementing restrictions conveyed to USACE by MS SHPO and Tribes, consistent with state and tribal guidelines. These safeguards will be included in any developed cultural resources Scopes of Work, as well.

B. Only USACE staff meeting the Professional Standards (Stipulation V. A. 1.), shall be afforded access to protected historic property information provided by any SHPO and/or Tribes;
C. Regarding sensitive information shared by Tribes, USACE, in accordance with provisions of federal law, will not share non-public information, without first confirming (in writing with the provider of the information) the appropriateness of sharing.

D. USACE shall provide to all Consulting Parties the documentation specified in 36 CFR § 800.11 subject to the confidentiality provisions of 36 CFR § 800.11(c) and such other documentation as may be developed during consultation to resolve adverse effects to the extent permitted by federal law.

E. SHPO/THPO, and/or designee(s), shall safeguard historic property information (locational and other non-public) in accordance with the provisions of Section 304 of the NHPA and applicable state and tribal legal authorities.

F. USACE anticipates the presentation of historic property data as part of any Standard Treatment Measure (STM) or Memorandum of Agreement Treatment Measure (MOA TM) but shall ensure that these products, presentations, or other publications are adequately coordinated and consulted upon before release/presentation to ensure that any otherwise protected information is being represented appropriately.

IV. CONSULTATION STANDARDS, TIME FRAMES AND CORRESPONDENCE

A. Consultation Standards:

1. Consultation among all Consulting Parties to this Agreement will continue throughout the implementation of this Agreement. Consultation is mutual, meaningful dialogue regarding the fulfillment of this Agreement, the process of Section 106 compliance, and the treatment of historic properties that may be affected by USACE undertakings.

2. USACE, when consulting with any Indian Tribe, whether a signatory to this Agreement or not, will do so on a government-to-government basis in recognition of their sovereign status.

3. USACE will consult with the SHPO, Tribes, and other consulting parties, based on expressed areas of interest in the case of Tribes or jurisdiction in case of SHPO offices. Consultations may include face-to-face meetings, as well as communications by regular mail, electronic mail, and/or telephone. Times and places of meetings, as well as an agenda for meetings, will be developed with mutual acceptance and done in a timely manner.

B. Timeframes:

1. All time designations in this Agreement shall be in calendar days unless otherwise expressly stipulated in writing in this Agreement:
a. For emergency Undertakings as reviewed under Stipulation VI.A, USACE shall follow the timeframes as indicated in 36 CFR 800.12 (b) (2.).

b. For Undertakings associated with all other activities as reviewed under the Streamlined Project Review Stipulations of this Agreement, the response time for each request for concurrence shall be a maximum of thirty (30) days, unless otherwise agreed to by the parties to the specific consultation on a case-by-case basis.

2. The review period will be extended until the next business day, if a review period included in this Agreement concludes on a Saturday, Sunday, state, or federal, or tribal holiday. If requested, USACE may consider an extension of a review period consistent with the time designations in this Agreement for parties affected by an unanticipated state or tribal office closure (e.g., hurricane, tornado or similar).

3. Any electronic communication forwarding plans or other documents for review under the terms of this Agreement that is sent after 4:00 pm Central Time will be deemed to have been received by the reviewing party on the next business day.

4. E-mail comments by the Consulting Parties on any documents submitted for review under this Agreement are timely if they are received at any time on or before the last day of a review period. Responses sent by mail will be accepted as timely if they are postmarked by the last day allowed for the review.

5. If any Consulting Parties does not object to USACE’s finding or determination related to an Undertaking within an agreed upon timeframe, USACE may proceed to the next step in the consultation process as described in Stipulation VI, Project Review.

6. Timeframes are contingent upon USACE ensuring that its findings and determinations are made by Qualified Staff and supported by documentation as required by 36 CFR § 800.11(d) and 36 CFR § 800.11(e), and consistent with USACE guidance.

C. Correspondence:

1. The Consulting Parties may send and accept official notices, comments, requests for further information and documentation, and other communications required by this Agreement in accordance with the protocol in Appendix B.
a. If the size of an e-mail message is unusually large or an e-mail is returned to a sender because its size prevents delivery, the sender will contact the intended recipient(s) and determine alternative methods to deliver the information (including available file sharing platforms).

b. Time-sensitive information that is not sent by e-mail should be sent by overnight mail, courier, or hand-delivered. The timeframe for requests for review not sent by e-mail will be measured by the date the delivery is signed for by the SHPO, Tribe, or other organization representing the Consulting Party.

V. STANDARDS

A. In addition to the definitions utilized in 36 CFR § 800, this Agreement uses the definitions presented in the subsequent paragraphs to establish standards for performing all cultural resource project reviews and investigations required under the terms of this Agreement including, but not limited to, site identification, NRHP eligibility evaluations, and as appropriate, STM or MOA TM for the resolution of adverse effects to historic properties:


2. “Standards” - shall mean the Secretary of the Interior’s (SOI) Standards and Guidelines for Archaeology and Historic Preservation [Federal Register 48(190) 1983:44716-44737](https://www.nps.gov/history/local-law/arch_stnds_0.htm);

3. “Meeting Professional Standards” -- shall mean that all cultural resource investigations shall be performed by, or under the direct (in-field) supervision of appropriate professional(s) or by contractors, who are “Qualified Staff.”;

4. “Field and Reporting Standards” – shall mean the current historic standing structure and archaeological guidance from the SHPO.

5. “Policies and Guidelines” - shall mean guidance from any of the following:

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a) The National Park Service publication The Archaeological Survey: Methods and Uses (National Park Service 1978);


c) Identification of Historic Properties: A Decision-making Guide for Managers (1988, joint ACHP-NPS publication);

d) Consulting About Archeology Under Section 106 (1990);

e) ACHP’s Recommended Approach for Consultation on Recovery of Significant Information from Archeological Sites (1999);


g) Section 106 Archaeology Guidance: A reference guide to assist federal agencies in making effective decisions about archaeological sites(2009) (https://www.achp.gov/sites/default/files/guidance/2017-02/ACHP%20ARCHAEOLOGY%20GUIDANCE.pdf)

B. In developing SOW for identification and evaluation studies, STM or MOA TM(s), or any other cultural resources activities required under the terms of this Agreement, USACE will comply with the requirements of the Standards, Field and Reporting Standards, and the Policies and Guidelines, in existence at the time this work is performed.

VI. PROJECT REVIEW

A. Review for Emergency Undertakings

1. For review of actions that are emergencies, an essential and immediate response to a disaster or emergency declared by the President, a tribal government, or the Governor of a State or another immediate threat to life or property USACE shall follow the provisions of 36 CFR 800.12 (b).
B. Streamlined Project Review:

USACE shall ensure that the following project review steps are implemented. In the interest of streamlining, USACE may combine some or all of these steps during consultation in accordance with 36 CFR § 800.3(g).

1. **Area of Potential Effects (APE):** The APE for Project activities includes the construction footprint of the activity and a reasonable buffer determined through consultation between the SHPO, Concurring Parties, Tribes, and USACE and takes into account the likelihood of direct and indirect effects to Historic Properties resulting from the Project. Appendix A includes an overall APE map for the Project.

The APE will be defined as all areas to be affected by construction activities and areas of associated ground disturbance including but not limited to haul roads, borrow areas, staging and stockpiling areas. The APE would generally include all areas for which a Right-of-Entry is sought by USACE. Additional effects that will be considered shall include visual, auditory, and off-site anticipated erosion resulting from the constructed feature.

2. **Identification and Evaluation:** Qualified Staff shall determine, in consultation with SHPO and Tribe(s), if the APE contains historic properties, including properties of religious and cultural significance to Tribes. This may include the review of newly developed or previously produced documentation in coordination with the SHPO of jurisdiction, appropriate Tribe(s), and any additional Consulting Parties.

   a. **Level of Effort:** USACE shall make a reasonable and good faith effort to identify historic properties in accordance with 36 CFR § 800.4(b)(1). USACE shall consult with the SHPO of jurisdiction and appropriate Tribe(s) to determine the level of effort, methodology necessary to identify and evaluate a variety of historic property types, and any reporting requirements. For properties of religious and cultural significance to affected Tribe(s), USACE shall consult with the affected Tribe(s) to determine if the APE contains such properties and determine the necessary level of effort to identify and evaluate or avoid any such historic properties. All Identification and Evaluation studies will comply with the Standards (Stipulation V).

   b. **Timing:**

      i. With respect to each part of the Undertaking, USACE shall achieve compliance with all relevant terms of this Agreement prior to initiating physical construction of that Work Item.

      ii. The results of all field investigations will be subject to a review and comment period of no less than thirty (30) days by the appropriate...
Consulting Parties, following the receipt by the SHPO and the Tribe(s) of the completed reporting document architectural survey, Phase I or II archaeological reports, and any other supporting documentation.

iii. Coordination of consultation will be through the designated POC.

3. **Determinations of Eligibility:** USACE shall make determinations of National Register eligibility based on identification and evaluation efforts, and consult with the SHPO, Tribe(s), and other Consulting Parties regarding these determinations. Should the MS SHPO, or appropriate Tribe(s) disagree with the determination of eligibility, USACE shall:

   a. Consult further with the objecting party to resolve the objection;
   b. Treat the property as eligible for the National Register; or
   c. Obtain a determination of eligibility from the Keeper of the National Register in accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4 (c).

4. **Determination of Effects:** Avoidance of adverse effects to Historic Properties is the preferred treatment approach. USACE will consider redesign of Project elements in order to avoid Historic Properties and Project effects that may be adverse. However, it may not be possible to redesign the Project in order to avoid adverse effects to Historic Properties.

USACE will apply the criteria of adverse effect, pursuant to 36 CFR § 800.5(a)(1), to all Historic Properties within the APE. USACE shall prepare and submit the finding of effect documentation in accordance with Stipulation IV. If effects to Historic Properties are determined to be adverse, see Stipulation VII (Historic Properties Treatment Plan).

5. **Reports:**

   a. USACE shall ensure that all reports and other documents resulting from the actions pursuant to this Agreement will be provided in a format acceptable to the SHPO and Tribes. USACE will ensure that all such reports (e.g., identification surveys, evaluation reports, treatment plans, and data recovery reports) meet or exceed the Department of the Interior’s Format Standards for Final Reports of Data Recovery (42 FR 5377-79) and the Field and Report Standards identified in Stipulation V.A.4.

   b. USACE shall provide all documentation for these efforts to the SHPO, Tribes, or other Consulting Parties, as appropriate, consistent with the confidentiality provisions of Stipulation III of this Agreement.

   c. Once supporting documentation is received, SHPO and Tribes will have thirty
(30) days to review supporting documentation (e.g., site forms and reports). If the SHPO or Tribes intend to review and comment on documentation, and are unable to do so within the thirty (30)-day review period, a request for additional review time must be made in writing to USACE and specify the anticipated completion date. USACE will consider the request and work with the requesting party to come to a mutually agreeable timeframe. USACE will notify other Consulting Parties of any mutually approved extension by e-mail.

VII. HISTORIC PROPERTIES TREATMENT PLAN

If it is determined that project activities will result in adverse effects, USACE, in consultation with the MS SHPO, Concurring Parties, and Tribes shall develop a Historic Properties Treatment Plan (HPTP) to resolve all adverse effects resulting from the Project. The HPTP shall outline the minimization and mitigation measures necessary to resolve the adverse effects to Historic Properties. Proposed mitigation measures may include, but are not limited to, oral history, historic markers, interpretive brochures, data recovery, and publications depending on the criterion for eligibility. Development of appropriate measures shall include consideration of Historic Property types and provisions for avoidance or protection of Historic Properties where possible. If it is determined that archaeological monitors are appropriate, the HPTP shall include Monitoring Plan. If adverse effects are identified, the HPTP shall be in effect before construction commences.

VIII. CURATION

IX. Recovered archaeological collections from a USACE-required archaeological survey, evaluation, and/or mitigation remain the property of the landowner (either private, state, federal, etc.). USACE, in coordination with the SHPO and Tribe(s) may, as determined through consultation, encourage private landowners to transfer any recovered artifacts and related documentation to an appropriate archive or public or Tribal entity. USACE, in coordination with SHPO and Tribe(s), shall work with all tribal, state, and local agents to support steps that ensure the long-term curation of these artifacts and documents through the transfer of the materials to a suitable repository as agreed to by USACE, the SHPO, and Tribe(s) and following applicable state or tribal guidelines which also meet federal standards (36 C.F.R. 79).

X. TREATMENT OF HUMAN REMAINS AND ITEMS OF RELIGIOUS AND CULTURAL IMPORTANCE

A. Documenting Human Remains: The recording of human remains in a burial context or as individual elements is a task that requires sensitivity and good judgment, as defined through consultation. Consultation is a necessary part of documenting any human remains (in a discovery situation or during the treatment of historic properties) following the provisions of this stipulation. In planning how to document human remains (photography, drawing for the purposes of illustration, videography, or other), the determination will be made in consultation and concurrence with the MS
SHPO, Tribe(s), and, as appropriate, other descendant communities. Even if it is determined to photo document the human remains, the photographs should not be published or made publicly available in any way. The USACE will maintain records for the purpose of management of the human remains, with the intent of satisfying the protection provisions of the federal and state laws governing human remains, the records will be hardcopy and digital. When the records are digital, they will not be connected to externally available electronic resources like GIS servers or other and marked as restricted (per NHPA, FOIA, and, as appropriate, ARPA). As part of the consultation for each Work Item where Human Remains are present, the USACE will ensure that the consultation happens to determine the course of action for each situation.

B. General Human Remains Discovery Process:

1. In the event that previously unreported or unanticipated human remains, burials, funerary objects, Native American sacred objects, or Native American objects of cultural patrimony are encountered during field investigations, laboratory work, or during construction or maintenance activities originating from federal, state, or private lands, (Federal and Non-Federal Lands) USACE shall notify the SHPO, and Tribal representatives) within 24-hrs of the discovery. Concurrently, USACE will implement the provisions 2 thru 6, below:

2. Any USACE employee or contractor(s) who knows or has reason to know that they have inadvertently discovered human remains, burials, funerary objects, Native American sacred objects, or Native American objects of cultural patrimony must provide immediate telephone notification of the inadvertent discovery to the responsible Federal construction official, with written confirmation, to the Memphis District Archaeologist. The written notification should contain the results, if any, of the field evaluation. The Memphis District Archaeologist will begin to develop a plan of action to inform the District Commander of the consultation tasks necessary to address the discovery. No photographs should be taken at this time of the human remains.

3. All fieldwork, construction or maintenance activities, must stop immediately within a one hundred (100) meter (328 ft.) radius buffer zone around the point of discovery; unless there is reason to believe that the area of the discovery may extend beyond the one hundred (100) meter (328 ft.) radius buffer zone in which case the buffer zone will be expanded appropriately, within the APE. USACE will implement measures to protect the discovery from theft and vandalism. Any human remains or other items in the immediate vicinity of the discovery must not be removed or otherwise disturbed. USACE will take immediate steps, if necessary, to further secure and protect inadvertently discovered human remains, burials, funerary objects, Native American sacred objects, or Native American objects of cultural patrimony, as appropriate, including stabilization, or covering the find location.
4. USACE will notify local law enforcement, coroner, or medical examiner, as appropriate, and the SHPO, per the POC in Appendix B, by telephone to assess the nature and age of the human skeletal remains within twenty-four (24) hours of the discovery of unmarked human remains and accompany local law enforcement personnel during all field investigations. USACE will also notify Tribes of the discovery within the same period. If the appropriate local law enforcement official determines that the remains are not involved in a criminal investigation, USACE will follow jurisdictional guidelines as provided for based on land ownership (per Stipulation IX. B.).

a. In cases where human remains, burials, funerary objects, Native American sacred objects, or Native American objects of cultural patrimony are discovered during the implementation of a USACE-funded undertaking on Federal Land, USACE will notify by telephone and e-mail, the SHPO, Tribes, and other affected parties (e.g., living descendants) that may that might attach religious and cultural significance to the discovery at the earliest possible time, but no later than forty-eight (48) hours and inform them of the steps already taken to address the discovery.

b. In cases where the human remains are discovered on Non-Federal Lands and are determined to be Native American, the SHPO will notify and coordinate with Tribes as required by the appropriate state law, but not later than forty-eight (48)-hours from the time of their notification. As requested and to the extent of its legal authority, USACE will assist the SHPO, to consult with Tribes and affected parties, as appropriate.

c. In cases where the human remains are discovered on Non-Federal Lands and determined to be other than Native American, the individual state’s Designated Authority will notify and coordinate in accordance with the appropriate state law. As requested and to the extent of its legal authority, USACE will assist the Designated Authority to consult with the affected parties, as appropriate.

5. Following the outcome of any consultation (Federal Lands or Non-Federal Lands) to address the discovery of human remains, USACE will coordinate with any contractor(s) regarding any required scope of project modification necessary to implement recommendations from the consultation and facilitate proceeding with the Undertaking.

C. Specific Authorities and Processes for Addressing Human Remains: If human remains, funerary objects, Native American sacred objects, or Native American objects of cultural patrimony are encountered during project field investigations or laboratory work or during construction activities, the USACE will comply with the provisions based on the nature of the land ownership at the time remains or objects...
are encountered, in accordance with Engineering Regulation 1102-2-100 (Policy & Guidance), Appendix C-4.

1. Non-Federal Lands: If human remains are recovered from state or other private land,

   d. Mississippi: Mississippi statutes related to the discovery of human remains are collected below.

      i. Burial Excavation Permits (Native American only). Miss. Code §§ 25-59-1, 39-7-19 (1972, as amended);

      ii. Abandoned Cemeteries, House Bill 780. 

           https://www.mdah.ms.gov/historic-preservation/archaeology/permits

      iii. For unanticipated discoveries on private, county, or state land in Mississippi, which are Native American, the Chief Archaeologist is the lead authority and will consult with USACE, Tribe(s), landowner, and descendants as appropriate to determine the necessary course of action.

D. If the human remains recovered are determined to be Native American, USACE, will explore ways to avoid moving human remains if it is determined necessary. Following that a determination that removal is necessary, USACE will identify and secure a mutually agreeable reburial location in which to reinter the human remains removed from the project area. Other arrangements may be defined at the time it is determined that Native American human remains have been recovered, but will include at a minimum:

   a. In person consultation regarding the human remains and any objects;

   b. The identification of a reburial location as close to the disinterment location as feasible;

   c. A commitment on the part of USACE to facilitate the reburial by an affiliated Tribe and to protect the human remains and associated grave goods, at no cost to the Tribes, or the SHPO.

   d. Acknowledgment of the establishment of the cemetery in the administrative record and in the real estate records as determined best at time of reburial.

E. If the remains are determined NOT to be Native American in origin, USACE will follow the principals outlined in the 2007 ACHP “Policy Statement Regarding Treatment Of Burial Sites, Human Remains and Funerary Objects” to respectfully treat the remains and determine proper disposition, disinterment, re-interment, and
memorialization, as well as any USACE real estate guidance at the time of the
discovery.

XI. PROVISIONS FOR POST-REVIEW DISCOVERIES (NON-HUMAN REMAINS)

A. USACE is responsible for complying with 36 C.F.R. § 800.13(a) in the event of
inadvertent discoveries of Historic Properties during implementation of the Project.
Discoveries of previously unidentified Historic Properties or unanticipated adverse
effects to known Historic Properties are not anticipated, however if there is an inadvertent
discovery or unanticipated effect, USACE will ensure that the following stipulations are
met. These provisions will be included in all construction, operations, and maintenance
plans and project managers will brief field personnel.

B. If previously unreported properties that may be eligible for nomination to the NR or that
may be of significance to Tribes, and/or, if unanticipated effects on historic properties are
found during the construction phase, USACE will implement the provisions outlined
below that are intended to ensure that the Undertaking is in compliance with all
applicable federal and state laws and regulations, including Section 106 of the NHPA:

C. If there is no reasonable expectation that the property contains human remains, funerary
objects, Native American sacred objects, or Native American objects of cultural
patrimony, all work within a fifty (50) meter (164 ft.) radius buffer zone must stop
immediately USACE will notify SHPO and Tribes, as appropriate, as well as any other
affected party, of the discovery, and implement interim measures to protect the discovery
from theft and vandalism. Construction may continue outside the fifty (50) meter (164 ft.)
radius buffer zone. Within seventy-two (72) hours of receipt of notification of the
discovery, USACE, as appropriate, will:

1. Inspect the work site to determine the extent of the discovery and ensure that work
activities have halted within the fifty (50) meter (164 ft.) radius buffer zone;

2. Clearly mark the area of the discovery;

3. Implement additional measures, as appropriate, to protect the discovery from theft
and vandalism; and

4. Provide an initial assessment of the site’s condition and eligibility to the SHPO of
jurisdiction and appropriate Tribes; and

5. Notify other Consulting Parties, if applicable, of the discovery.

D. If USACE, in consultation with the SHPO, Consulting Tribes, and other Consulting
Parties, as appropriate, determines the site is either isolated, does not retain integrity
sufficient for listing on the NRHP, or will not be further disturbed by construction
activities, construction may resume within the fifty (50) meter (164 ft.) radius buffer
zone.
E. If USACE determines that the cultural resource site or artifact either is, or may be, eligible for inclusion on the NRHP, USACE will consult with the SHPO, Consulting Tribes, and other Consulting Parties, as appropriate, regarding appropriate measures for site treatment pursuant to 36 C.F.R. § 800.6(a). SHPO and Tribes will have seven (7)-days to provide their objections or concurrence on the proposed actions. These measures may include:

1. Formal archaeological evaluation of the site;
2. Visits to the site by SHPO and/or Consulting Tribes;
3. Exploration of potential alternatives to avoid the site;
4. Preparation and implementation of a mitigation plan by USACE in consultation and concurrence with the SHPO, Consulting Tribes, and other Consulting Parties, as appropriate.

F. The notified Consulting Parties will have seven (7)-days following notification to provide comment regarding USACE’s determination of the NRHP eligibility of the discovery.

G. A report of findings describing the background history leading to and immediately following the reporting and resolution of an inadvertent discovery will be prepared by USACE within thirty (30)-days of the resolution of each inadvertent discovery.

H. USACE will communicate the procedures to be observed with its contractors and personnel.

I. USACE will provide Notice to Proceed to the contractor to work in the area. Notices to Proceed may be issued by USACE for individual construction segments, defined by USACE in its construction specifications, after the identification and evaluation of historic properties has been completed.

XII. PUBLIC CONSULTATION AND PUBLIC NOTICE

A. USACE recognizes that the views of the public are essential to informed decision making throughout the Section 106 consultation process. USACE shall notify the public of proposed Undertakings in a manner that reflects the nature, complexity, significance of historic properties likely affected by the Undertaking, the likely public interest given USACE’s specific involvement, and any confidentiality concerns of Tribe(s), private individuals and organizations.

B. USACE may consult with the SHPO/THPO, Consulting Tribes, or Tribe(s), and other Consulting Parties, to determine if there are individuals or organizations with a demonstrated interest in historic properties that should be included as a Consulting Party for the Undertaking in accordance with 36 CFR § 800.2(c)(5). If such parties
are identified or identify themselves to USACE, USACE shall provide them with information regarding the Undertaking and its effects on historic properties, consistent with the confidentiality provisions of 36 CFR § 800.11(c).

C. In accordance with the public outreach strategy developed for an Undertaking in consultation with the SHPO, Tribe(s), USACE shall identify the appropriate stages for seeking public input during the Section 106 consultation process. USACE shall consider all views provided by the public regarding an Undertaking.

D. USACE shall also provide public notices and the opportunity for public comment or participation in an Undertaking through the public participation process of the National Environmental Policy Act (NEPA) and its implementing regulations set out at 40 CFR Parts 1500-1508, and/or Executive Orders 11988 and 11990 relating to floodplains and wetlands, and if applicable, Executive Order 12898, Environmental Justice, provided such notices specifically reference Section 106 as a basis for public involvement and provide the notices on a webpage established to address these future projects.

XIII. CONFIDENTIALITY

Confidentiality regarding the nature and location of the archaeological sites and any other cultural resources discussed in this PA shall be limited to appropriate USACE personnel, USACE contractors, Tribes, SHPO, and those parties involved in planning, reviewing, and implementing this PA in accordance with Section 304 of the NHPA (54 U.S.C. § 307103).

XIV. DISPUTE RESOLUTION

A. Should any Signatory, or Invited Signatory or Concurring Party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, the USACE will forward all documentation relevant to the dispute, including the USACE’s proposed resolution, to the ACHP. The ACHP shall provide USACE 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, the USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, and Invited Signatories, and provide them with a copy of this written response. The USACE will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Invited Signatories to the Agreement, and provide them and the ACHP with a copy of such written response.
C. The USACE’s responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

XV. SEVERABILITY AND TERMINATION

A. In the event any provision of this Agreement is deemed by a federal court to be contrary to, or in violation of, any applicable existing law or regulation of the United States of America, only the conflicting provision(s) shall be deemed null and void, and the remaining provisions of the Agreement shall remain in effect.

B. USACE may terminate this Agreement by providing thirty (30) days written notice to the other Signatories, provided that the Signatories consult during this period to seek amendments or other actions that would prevent termination. If this Agreement is terminated, USACE shall comply with Section 106 through other applicable means pursuant to 36 CFR Part 800. Upon such determination, USACE shall provide all other Signatories with written notice of the termination of this Agreement and the current status of any on-going projects.

C. A Consulting Tribe may notify the other Signatories that it is fully withdrawing from participation in the Agreement. Following such a withdrawal, USACE shall review Undertakings that may affect historic properties of religious and cultural significance to the Consulting Tribe, and Undertakings that occur on the Tribal Lands of the relevant Consulting Tribe, in accordance with 36 CFR §§ 800.3 through 800.7, 36 CFR §§ 800.8(c), or an applicable alternative under 36 CFR §§ 800.14. Withdrawal from this Agreement by a Consulting Tribe does not otherwise terminate the Agreement. At any time that this Agreement remains in effect, a Consulting Tribe that has withdrawn from the Agreement may notify USACE and SHPO in writing that it has elected to participate again rescinded its notice withdrawing from participation in the Agreement.

D. The SHPO or Tribal Signatory may withdraw from this PA after providing USACE written notice ninety (90) calendar days prior to its withdrawal. USACE shall consult with the withdrawing party to identify any mutually acceptable measures that would avoid the party’s withdrawal. In the case of SHPO withdrawal, the PA would no longer apply and USACE would comply with 36 CFR Part 800 for all undertakings previously subject to this PA. In the case of a Tribal Signatory withdrawing from the PA, USACE would consult with that Tribe pursuant to 36 CFR Part 800 for all undertakings previously subject to this PA that would have the potential to affect historic properties of religious and cultural significance to the Tribe. This PA would remain in effect for all other parties.

XVI. AMENDMENTS

A. Body of the Programmatic Agreement:
May be amended when such an amendment is agreed to in writing by all Signatories and Invited Signatories. The amendment will be effective on the date a copy signed by all of the Signatories and Invited Signatories is filed with the ACHP.

B. Appendices:

May be amended at the request of USACE or another Signatory or Invited Signatory in the following manner:

1. USACE, on its own behalf or on behalf of another Signatory or Invited Signatory, shall notify the Signatories of the intent to modify the current Appendix or Appendices and shall provide a draft of the updated Appendix or Appendices to all Signatory parties.

2. If no Signatory or Invited Signatory objects in writing within thirty (30) days of receipt of USACE’s proposed modification, USACE shall date and sign the amended Appendix and provide a copy of the amended Appendix to the other Signatories. Such an amendment shall go into effect on the date USACE transmits the amendment to the other Signatories.

3. Current List of Appendices:

a. Appendix A: Study APE Map
b. Appendix B: Point of Contacts (POC)

C. Any Amendments to the Body of the Agreement or the Appendices, shall be posted to the websites currently tracking the implementation of the Project.

XVII. DURATION

A. The Agreement shall expire ten (10) years from the date of the last signature. One (1) year prior to the expiration of the Agreement, the USACE shall review the Agreement in order to determine whether it should be reissued or allowed to expire. If the Agreement requires reissue, the USACE shall consult with the Consulting Parties, as well as amend the Agreement in order to ensure compliance with the most current version of the Federal regulations implementing the NHPA.

B. The Signatories and Invited Signatories may collectively agree to extend this Agreement to cover additional calendar years, or portions thereof, through an amendment provided that the original Agreement has not expired.

XVIII. ANTI-DEFICIENCY ACT

USACE’s obligations under this Agreement are subject to the availability of appropriated funds, and the stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. USACE shall make reasonable and good faith efforts to secure the
necessary funds to implement this Agreement in its entirety. If compliance with the Anti-
Deficiency Act alters or impairs USACE’s ability to implement the stipulations of this
Agreement, USACE shall consult in accordance with the amendment procedures found at
Stipulation XIV and termination procedures found at Stipulation XIII.

XIX. EXECUTION AND IMPLEMENTATION

A. Nothing in this Agreement is intended to prevent the USACE from consulting more
frequently with the Consulting Parties concerning any questions that may arise or on
the progress of any actions falling under or executed by this Agreement.

B. This Agreement shall be executed in counterparts, with a separate page for each
Signatory, and shall become effective on the date the agreement is signed by or filed
with the ACHP.

C. USACE shall ensure that each Signatory and Invited Signatory is provided with an
electronic (pdf) and physical copies of the Agreement including signatures. USACE
shall provide electronic copies of additional executed signature pages to the
Consulting Parties as they are received. USACE shall provide a complete copy of the
Agreement with original signatures to any Signatory on request.

D. Execution of this Agreement by the Memphis District of USACE, the Mississippi
SHPO, (Signatories), the Alabama-Coushatta Tribe of Texas, The Chickasaw Nation,
the Quapaw Nation, and the Cherokee Nation(Invited Signatories) and
implementation of its terms evidence that USACE has taken into account the effects
of this undertaking on historic properties and afforded ACHP a reasonable
opportunity to comment.
SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT,
THE MISSISSIPPI STATE HISTORIC PRESERVATION OFFICER,
AND THE CHICKASAW NATION
REGARDING THE MANAGEMENT MEASURES TO BE IMPLEMENTED
AS A RESULT OF THE MEMPHIS METRO STORMWATER – NORTH
DESOТО COUNTY FEASIBILITY STUDY
DESOТО COUNTY
MISSISSIPPI

UNITED STATES ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT (CEMVM)

_______________________________________  Date: __________________
Zachary L. Miller
Colonel, Corps of Engineers
District Commander
SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT,
THE MISSISSIPPI STATE HISTORIC PRESERVATION OFFICER,
AND THE CHICKASAW NATION
REGARDING THE MANAGEMENT MEASURES TO BE IMPLEMENTED
AS A RESULT OF THE MEMPHIS METRO STORMWATER – NORTH
DESO TO COUNTY FEASIBILITY STUDY
DESO TO COUNTY
MISSISSIPPI

The Mississippi State Historic Preservation Officer

_________________________________________  Date: ________________________________

Katie Blount
Mississippi State Historic Preservation Officer
PROGRAMMATIC AGREEMENT

AMONG

THE U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT,
THE MISSISSIPPI STATE HISTORIC PRESERVATION OFFICER,
AND THE CHICKASAW NATION

REGARDING THE MANAGEMENT MEASURES TO BE IMPLEMENTED
AS A RESULT OF THE MEMPHIS METRO STORMWATER – NORTH
DESOТО COUNTY FEASIBILITY STUDY

DESOТО COUNTY
MISSISSIPPI

The Chickasaw Nation

Nothing in this Agreement shall be construed to waive the sovereign rights and immunities of
The Chickasaw Nation, its officers, employees, or agents.

__________________________________   Date:______________________________
Bill Anoatubby, Governor
The Chickasaw Nation
PROGRAMMATIC AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT,
THE MISSISSIPPI STATE HISTORIC PRESERVATION OFFICER,
AND THE CHICKASAW NATION
REGARDING THE MANAGEMENT MEASURES TO BE IMPLEMENTED
AS A RESULT OF THE MEMPHIS METRO STORMWATER – NORTH
DESO TO COUNTY FEASIBILITY STUDY
DESO TO COUNTY
MISSISSIPPI

Cherokee Nation

___________________________________  Date:_________________________
Chuck Hoskin, Jr., Principal Chief
Appendix A: Study APE Maps
Figure 1. Proposed Levee and Floodwall Project.
Figure 2. Proposed Ecosystem Restoration on Camp Creek.
Figure 3. Proposed Ecosystem Restoration on Cane Creek.
Figure 4. Proposed Ecosystem Restoration on Horn Lake Creek.
Figure 5. Proposed Ecosystem Restoration on Hurricane Creek.
Figure 6. Proposed Ecosystem Restoration on Johnson Creek.
Figure 7. Proposed Ecosystem Restoration on Lick Creek.
Figure 8. Proposed Ecosystem Restoration on Mussacana Creek.
Figure 9. Proposed Ecosystem Restoration Nolehoe Creek.
Figure 10. Proposed Ecosystem Restoration on Nonconnah Creek.
Figure 11. Proposed Ecosystem Restoration on Red Banks Creek.
Figure 12. Proposed Ecosystem Restoration on Short Fork Creek.
Appendix B: Point of Contacts (POC)

CONTACT INFORMATION FOR SIGNATORIES AND FEDERALLY RECOGNIZED TRIBES

Signatories shall provide USACE with updated contact information as it becomes available, and revisions to this Appendix B will be made without an amendment to this Agreement. This Appendix B will be updated annually by USACE and included in the Annual Report.

The Appendix captures that some consultations will be all email (except reports), while others will be all paper. This is captured so that the district archaeologist/Tribal Liaison has the right tool to communicate.

Federally Recognized Tribes

<table>
<thead>
<tr>
<th>Federally Recognized Tribes</th>
<th>Alabama - Coushatta Tribe of Texas</th>
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<tr>
<td>Primary Contact:</td>
<td>Bryant Celestine, THPO</td>
<td>Joann Battise, Chairwoman</td>
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<td></td>
<td>Alabama - Coushatta Tribe of Texas</td>
<td>Alabama - Coushatta Tribe of Texas</td>
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<tr>
<td></td>
<td>571 State Park Road 56</td>
<td>571 State Park Road 56</td>
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<tr>
<td></td>
<td>Livingston, TX 77351</td>
<td>Livingston, TX 77351</td>
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<tr>
<td></td>
<td>(936) 563-1181</td>
<td>(936) 563-1181</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:celestine.bryant@actribe.org">celestine.bryant@actribe.org</a></td>
<td><a href="mailto:histpress@actribe.org">histpress@actribe.org</a></td>
</tr>
<tr>
<td>Method of contact for project notification and documentation:</td>
<td>email to <a href="mailto:histpress@actribe.org">histpress@actribe.org</a> and copy to primary email.</td>
<td>Email: <a href="mailto:histpress@actribe.org">histpress@actribe.org</a></td>
</tr>
<tr>
<td>Method of contact for other communication:</td>
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<td></td>
</tr>
</tbody>
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<tr>
<th>Cherokee Nation</th>
<th>Cherokee Nation</th>
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</thead>
<tbody>
<tr>
<td>Primary Contact:</td>
<td>Elizabeth Toombs, THPO</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 948</td>
</tr>
<tr>
<td></td>
<td>Tahlequah, OK 74465-0948</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:elizabeth-toombs@cherokee.org">elizabeth-toombs@cherokee.org</a></td>
</tr>
<tr>
<td>Method of contact for project notification and documentation:</td>
<td>email to primary contact email.</td>
</tr>
<tr>
<td>Method of contact for other communication:</td>
<td>email, phone call.</td>
</tr>
</tbody>
</table>
### Chickasaw Nation

**Primary Contact:**
Karen Brunso, THPO  
Division of Historic Preservation  
P.O. Box 1548  
Ada, Oklahoma 74821  
(580) 272-1106  
[Karen.Brunso@chickasaw.net](mailto:Karen.Brunso@chickasaw.net)

**Secondary Contact:**
Bill Anoatubby, Governor  
P.O. Box 1548  
Ada, Oklahoma 74821  
(580) 436-2603

**Method of contact for project notification and documentation:** email to [HPO@chickasaw.net](mailto:HPO@chickasaw.net)

**Method of contact for other communication:** email, phone call.

### Quapaw Nation

**Primary Contact:**
Everett Bandy, Historic Preservation Officer  
Quapaw Nation Historic Preservation Program  
P.O. Box 765  
Quapaw, OK 74363-0765  
(918) 238-3100  
[ebandy@quapawnation.com](mailto:ebandy@quapawnation.com)

**Secondary Contact:**
Joseph Byrd  
Quapaw Nation Chairman  
P.O. Box 765  
Quapaw, OK 74363-0765  
[joseph.byrd@quapawnation.com](mailto:joseph.byrd@quapawnation.com)

**Routine:** Section email.  
[Section106@quapawnation.com](mailto:Section106@quapawnation.com) specific responses directed to THPO.

**Method of contact for project notification and documentation:** hardcopy letter directly to THPO (post-pandemic) and email to Primary contact. In the meantime, continue email.

**Method of contact for other communication:** email or phone call.
<table>
<thead>
<tr>
<th><strong>Mississippi Department of Archives and History</strong> (Primary Contact)</th>
</tr>
</thead>
</table>
| **Hal Bell**  
State Historic Preservation Office  
Mississippi Department of Archives and History  
Historic Preservation Division  
P.O. Box 571  
Jackson, MS 39205-0571  
(601) 576-6957  
hbell@mdah.ms.gov |
| **Method of contact for project notification and documentation:**  
email at [section106@mdah.ms.gov](mailto:section106@mdah.ms.gov) with a copy to the primary and secondary contact. |
| **Archaeological Site Forms:** Submit via email |
| **Reports:** Hard copy and PDF on CD |
| **Method of contact for other communication:** email and phone call. |

<table>
<thead>
<tr>
<th><strong>Mississippi Department of Archives and History</strong> (Secondary Contact)</th>
</tr>
</thead>
</table>
| **Cindy Carter-Davis, Chief Archaeologist**  
P.O. Box 571  
Jackson, MS 39205-0571  
(601) 576-6945  
(601) 307-0133  
carterdavis@mdah.ms.gov |