

MEMORANDUM OF AGREEMENT
AMONG THE UNITED STATES ARMY GARRISON, FORT SILL,
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER, AND THE
OKLAHOMA ARCHEOLOGICAL SURVEY REGARDING THE
DATA RECOVERY AT COMBINED ARCHEOLOGICAL SITE 34CM024/025, COMANCHE
COUNTY, OKLAHOMA

WHEREAS, the United States Army Garrison, Fort Sill (Fort Sill) plans to carry out a Data Recovery at Combined Archeological Site 34CM024/025, Comanche County, Oklahoma, and has determined that this is an undertaking subject to review under Section 106 (54 USC § 306108) of the National Historic Preservation Act (NHPA), 54 USC § 300101 et seq. and its implementing regulations, 36 CFR § 800, and Army Regulation (AR) 200-1; and

WHEREAS, the undertaking consists of data recovery excavation of the combined Archeological Site 34CM024/025 to mitigate the loss of information caused by erosion along East Cache Creek. Site 34CM024/025 is a prehistoric archeological site situated on the east side of East Cache Creek in Training Area 79 of Fort Sill's East Range. The data recovery excavation will concentrate on the Late Holocene and Protohistoric period cultural deposits contained in the paleochannel as these are the most vulnerable to destruction by erosion.

WHEREAS, Fort Sill has defined the undertaking's area of potential effects (APE) as an approximately 6.76-acre area depicted in Attachment 1, with an anticipated depth of impact of 160 centimeters below surface or what is sufficient to encompass all cultural deposits encountered during the course of the excavation; and

WHEREAS, Fort Sill has determined that the undertaking will have an adverse effect on Site 34CM024/025, a historic property eligible for listing in the National Register of Historic Places and has consulted with the Oklahoma State Historic Preservation Office (SHPO), and the Oklahoma Archeological Survey (OAS) pursuant to 36 CFR § 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 USC § 306108); and

WHEREAS, Fort Sill has consulted with the Apache Tribe of Oklahoma, Caddo Nation of Oklahoma, Cheyenne and Arapaho Tribes, Comanche Nation, Delaware Nation, Fort Sill Apache Tribe of Oklahoma, Kiowa Indian Tribe of Oklahoma, and the Wichita and Affiliated Tribes (Wichita, Keechi, Waco, and Tawakonie), regarding the effects of the undertaking on Site 34CM024/025 and has invited them to sign this Memorandum of Agreement (MOA) as concurring parties; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), Fort Sill has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, Fort Sill and the SHPO and the OAS agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on Site 34CM024/025, a historic property.

STIPULATIONS

Fort Sill shall ensure that the following measures are carried out:

I. DATA RECOVERY EXCAVATIONS AT 34CM024/025

- A. The undertaking will be conducted by qualified professionals who meet the relevant standards outlined in the Secretary of the Interior's Historic Preservation Professional Qualifications Standards, pursuant to 36 CFR § 61.
- B. The undertaking will be completed implementing the *Data Recovery Plan for Site 34CM024/025, Fort Sill Military Reservation, Comanche County, Oklahoma* dated 23 March 2018 (Attachment 2).
- C. An investigative team shall complete a site form update and investigation report for all recovered artifacts and items located during the undertaking.
- D. The technical report and interpretive overview for this undertaking will be retained by Fort Sill within its cultural resource management office in a permanent database. Fort Sill will provide the SHPO and OAS with electronic and hard copies of these documents once finalized.
- E. Representatives of Fort Sill, SHPO, and OAS will, if so desired, meet and discuss the significance of the data recovery report and artifacts recovered after the completion of the technical report.

II. EROSION MONITORING AT 34CM024/025

- A. Monitoring will be conducted by qualified professionals who meet the relevant standards outlined in the Secretary of the Interior's Historic Preservation Professional Qualifications Standards, pursuant to 36 CFR § 61.
- B. The monitoring will be completed by implementing the *Site 34CM024/025 Erosion Monitoring Plan* (Attachment 3).
- C. Site monitoring of the erosion progression will be done on a quarterly basis and after periods of extreme rainfall in accordance with Attachment 3.
- D. At the end of each calendar year Fort Sill will compile the erosion monitoring results and conduct deliberations with the SHPO and the OAS on the results and the extent to which further mitigation may be necessary.
- E. Upon the expiration of this MOA, the erosion monitoring results and the plan will be reviewed by EQD, SHPO, and OAS staff in December 2025 to determine if the plan will continue to be implemented or amended.
- F. Fort Sill commits to seeking additional funding to conduct systematic data recovery in other areas of the site that are assessed, through the erosion monitoring plan, as being at high risk of loss.

III. NAGPRA CONSIDERATIONS

To the best of the Signatories' knowledge and belief, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC § 3001 et seq.), are expected to be encountered during data recovery or monitoring at 34CM024/025.

Conversely, should these items be encountered, the *Plan for Unanticipated Discovery of Human Remains or Grave Goods during Data Recovery at 34CM024/025* (Attachment 2, Appendix A) and Fort Sill's standard operating procedures (SOPs) No. 5: Inadvertent Discovery of Cultural Materials and No. 6: NAGPRA Compliance (Attachment 4) will be implemented.

IV. REPORTING

Each year following the execution of this MOA until it expires or is terminated, Fort Sill shall provide all parties to this MOA and the ACHP a summary letter report via mail detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Fort Sill's efforts to carry out the terms of this MOA.

V. 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, Fort Sill shall consult with such party to resolve the objection. If Fort Sill determines that such objection cannot be resolved, Fort Sill will:

- A. Forward all documentation relevant to the dispute, including Fort Sill's proposed resolution, to the ACHP. The ACHP shall provide Fort Sill 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, Fort Sill 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. Fort Sill 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, Fort Sill may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Fort Sill 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. Fort Sill'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.

VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will go into effect on the date signed by all of the signatories.

VII. TERMINATION

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 VI, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, Fort Sill 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. Fort Sill shall notify the signatories as to the course of action it will pursue.

VIII. FISCAL MATTERS

This agreement is subject to the provisions of the Anti-Deficiency Act (31 USC § 1341). Fort Sill will make a reasonable and good faith effort to secure the necessary funds to implement this agreement in its entirety. No obligation undertaken by Fort Sill under the terms of the agreement shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose. If compliance with the Anti-Deficiency Act alters or impairs Fort Sill's ability to implement the stipulations of this agreement, Fort Sill will inform the SHPO and OAS.

IX. DURATION

This MOA becomes effective after the last signatory party reviews and signs the agreement. It will remain in effect until terminated or five (5) years from the date of its execution. If all stipulations are not completed prior to such time, Fort Sill will consult with the signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VI above.

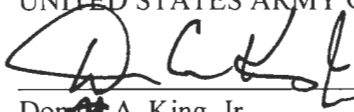
Execution of this MOA by the Signatories and implementation of its terms evidence that Fort Sill has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORY PAGE

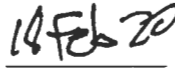
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COUNTY, OKLAHOMA

SIGNATORY:

UNITED STATES ARMY GARRISON, FORT SILL:



Donald A. King, Jr.
Colonel, U.S. Army Commanding



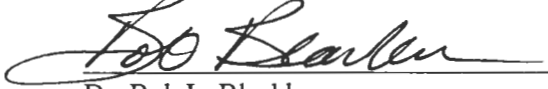
Date

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COUNTY, OKLAHOMA

SIGNATORY:

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE:



Dr. Bob L. Blackburn
Oklahoma State Historic Preservation Officer

Feb 27, 2020

Date

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COUNTY, OKLAHOMA

SIGNATORY:

OKLAHOMA ARCHEOLOGICAL SURVEY:



Dr. Kary L. Stackelbeck
Oklahoma State Archeologist

2/27/20

Date

CONCURRING PARTY SIGNATURE PAGE

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CONCURRING PARTY:

APACHE TRIBE OF OKLAHOMA:

Mr. Bobby Komardley
Chairman

Date

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CONCURRING PARTY:

CADDO NATION OF OKLAHOMA:

Ms. Tamara Francis
Chairperson

Date

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CONCURRING PARTY:

CHEYENNE AND ARAPAHO TRIBES:

Mr. Reggie Wassana
Governor

Date

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CONCURRING PARTY:

COMANCHE NATION:

Mr. William Nelson, Sr.
Chairman

Date

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CONCURRING PARTY:

DELAWARE NATION:

Ms. Deborah Dotson
President

Date

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CONCURRING PARTY:

FORT SILL APACHE TRIBE OF OKLAOMA:

Ms. Lori Ware
Chairman

Date

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CONCURRING PARTY:

KIOWA INDIAN TRIBE OF OKLAHOMA:

Mr. Matthew Komalty
Chairman

Date

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CONCURRING PARTY:

WICHITA AND AFFILIATED TRIBES (WICHITA, KEECHI, WACO, AND TAWAKONIE):

Ms. Terri Parton
President

Date