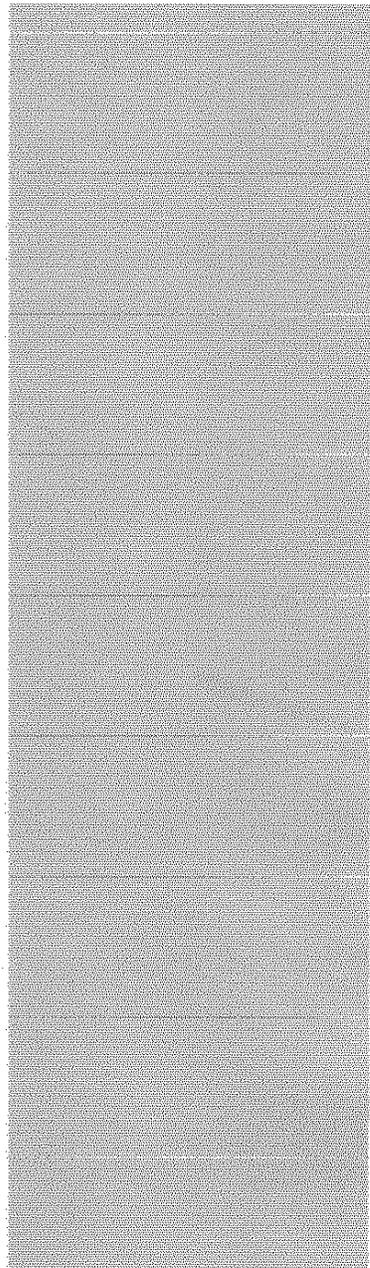
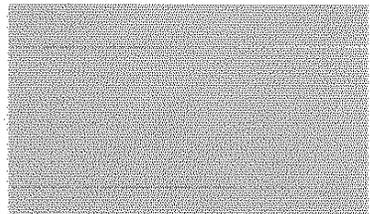


**Historic Preservation Act
Compliance Documents**



**ENCLOSURE
F**



**PROGRAMMATIC AGREEMENT
AMONG THE U.S. ARMY ENGINEER DISTRICT, SAVANNAH,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER,**

WHEREAS, the U.S. Army Engineer District, Savannah (Savannah District) and the Georgia Ports Authority (Ports Authority) propose to expand the Savannah Harbor Navigation Project by deepening the existing navigation channel between station 103+000 and -60+000 by up to 10 feet, extending the bar channel seaward, constructing bend wideners in selected areas along the existing channel, deepening the existing Kings Island Turning Basin, disposal of dredged material in existing disposal areas, and possibly establishing nearshore disposal areas as described in the attached Environmental Impact Statement, and

WHEREAS, the Savannah Harbor Expansion Project lies within the States of South Carolina and Georgia, and

WHEREAS, the General Services Administration (GSA) holds title to the wreck of the C.S.S. *Georgia*, a property listed in the National Register of Historic Places and located within and adjacent to the Savannah Harbor navigation channel, wishes to consult on the effect of the proposed project upon the wreck site, and

WHEREAS, the Georgia Ports Authority (Ports Authority) is a cost-sharing sponsor of the Savannah Harbor Expansion Project and has been invited to concur in the Programmatic Agreement, and

WHEREAS, the U.S. Navy Historical Center (Navy) has expertise pertaining to archaeological investigations of submerged naval vessels such as the C.S.S. *Georgia* and has been invited to concur with actions taken in this Programmatic Agreement that will affect the C.S.S. *Georgia*, and

WHEREAS, the Coastal Heritage Society has actively participated in the preservation, protection, and interpretation of the C.S.S. *Georgia* and leases, operates, and maintains Old Fort Jackson as an historic park, a property located on the bank of the navigation channel that is listed in the National Register of Historic Places, has been invited to concur in this Programmatic Agreement with actions taken that will affect the C.S.S. *Georgia* and Old Fort Jackson, and

WHEREAS, Savannah District recognizes that the proposed Savannah Harbor Expansion Project may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council), the Georgia State Historic Preservation Officer (Georgia SHPO), the South Carolina State Historic Preservation Officer (South Carolina SHPO), the GSA, the Navy, and Coastal Heritage Society, pursuant to Section 800.13 of the

regulation (36 C.F.R. 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470h-2(f), and

WHEREAS, the definitions given in Appendix A are applicable throughout this Programmatic Agreement;

NOW THEREFORE, Savannah District, the Consulting Parties composed of the Council, Georgia SHPO, South Carolina SHPO, and GSA and the Concurring Parties composed of the Ports Authority, Navy, and Coastal Heritage Society agree that the project shall be administered in accordance with the following stipulations to satisfy Savannah District's Section 106 responsibilities for all individual aspects of the project.

Site Specific Stipulations

C.S.S. *GEORGIA*

Savannah District shall ensure that the following measures are carried out.

- 1.) Savannah District shall prepare a draft Scope of Work for Phase I studies to determine the present condition of the site in order to determine the site area, the vessel's size, integrity, distribution, and stability, identify any factors which threaten its present condition or stability, identify the effect of the proposed project, and identify alternatives to eliminate, minimize, and/or mitigate the effect of the project. The draft Scope of Work will be meet or exceed all requirements contained in the **General Stipulations** section of this Programmatic Agreement.
- 2.) The draft Scope of Work for Phase I studies shall be provided to the Consulting and all Concurring Parties for review and comment in accordance with procedures identified in the **General Stipulations** section of this Programmatic Agreement .
- 3.) Savannah District shall conduct the Phase I study. The draft report of the Phase I study will be provided to the Consulting and all Concurring Parties for review and comment in accordance with procedures identified in the **General Stipulations** section of this Programmatic Agreement.
- 4.) Savannah District shall prepare a Phase II draft data recovery plan meeting or exceeding all requirements contained in the **General Stipulations** section of this Programmatic Agreement and based upon the results and recommendations of the Phase I study as modified by the review comments. The draft data recovery plan will be submitted to the Consulting and all Concurring Parties for review and comment in accordance with procedures identified in the **General Stipulations** section of this Programmatic Agreement.

5.) Savannah District shall conduct the Phase II data recovery. Savannah District shall submit monthly status reports to the Consulting and all Concurring Parties during the conduct of the Phase II data recovery investigation.

6.) Savannah District shall submit all draft and final reports generated by the Phase II data recovery effort to the Consulting and all Concurring Parties for review and comment in accordance with the procedures identified in the **General Stipulations** section of this Programmatic Agreement.

7.) All artifacts, maps, data, and other materials generated as a result of the Phase I and Phase II investigations of the C.S.S. Georgia will be curated in accordance with the procedures identified in the **General Stipulations** section of this Programmatic Agreement.

OLD FORT JACKSON

Savannah District shall ensure that the following measures are carried out.

1.) Savannah District shall conduct engineering studies of the channel side slope in the vicinity of Old Fort Jackson in order to determine its present stability and the effect of the proposed Savannah Harbor Expansion Project upon the fort site.

2.) Savannah District shall identify and evaluate alternatives for mitigating the effect of the proposed Savannah Harbor Expansion Project upon Old Fort Jackson.

3.) Savannah District shall provide the results of these engineering studies and mitigation recommendations for evaluations to the Consulting and the Coastal Heritage Society (a Concurring Party) for review and comment in accordance with procedures identified in the **General Stipulations** section of this Programmatic Agreement.

4.) Savannah District shall implement the mitigation plan as amended by the reviewing process. All reports prepared during the mitigation process will be submitted for review and comment by the Consulting and the Coastal Heritage Society in accordance with procedures identified in the **General Stipulations** section of this Programmatic Agreement.

5.) Any archaeological investigations carried out as part of the engineering studies or mitigation program shall be conducted in accordance with procedures and identified in the **General Stipulations** section of this Programmatic Agreement.

6.) All artifacts, maps, data, and other materials generated as a result of archaeological investigations of Old Fort Jackson will be curated in accordance with the procedures identified in the **General Stipulations** section of this Programmatic Agreement.

General Stipulations

Savannah District will ensure that the following measures are carried out.

- 1.) Savannah District shall ensure that archeological surveys of areas that may be affected by the proposed Savannah Harbor Expansion Project are conducted in a manner consistent with the Secretary of Interior's Standards and Guidelines for Identification (48 F.R. 44720-23) and any standards and guidelines developed by the Georgia SHPO and the South Carolina SHPO. The surveys shall be conducted in consultation with the Georgia SHPO and the South Carolina SHPO, and reports of the survey, meeting the standards of the Georgia SHPO and the South Carolina SHPO, shall be submitted to the Georgia SHPO and the South Carolina SHPO for review and approval.
- 2.) Savannah District shall evaluate properties identified through the surveys in accordance with 36 C.F.R. Part 800.4(c). If the survey results in the identification of properties that are eligible for, or included in, the National Register of Historic Places, Savannah District shall ensure compliance with 36 C.F.R. Part 800.5.
- 3.) Savannah District shall identify and evaluate alternatives to avoid and/or mitigate adverse effects to properties determined eligible for inclusion, or included in, the National Register of Historic Places in accordance with 36 C.F.R. Part 800.5(e).
- 4.) Savannah District shall insure that data recovery plans are developed in consultation with the Georgia SHPO and South Carolina SHPO for the recovery of archaeological data from properties determined eligible for inclusion in the National Register of Historic Places. The plans shall be consistent with the *Secretary of the Interior's Standards and Guidelines for Archeological Documentation* (48 F.R. 44734-37) and take into account the Council's publication, *Treatment of Archeological Properties* (Advisory Council on Historic Preservation 1980) and any standards and guidelines set forth by the Georgia SHPO and South Carolina SHPO. The plans shall specify, at a minimum:
 - a. the property, properties, or portions of properties where data recovery is to be carried out;
 - b. any property, properties, or portions of properties that will be destroyed without data recovery;
 - c. the research questions to be addressed through the data recovery, with an explanation of their relevance and importance;
 - d. the methods to be used, with an explanation of their relevance to the research questions;

e. the methods to be used in analysis, data management, and dissemination of data, including a schedule;

f. the proposed disposition of recovered materials and records;

g. proposed methods for involving the interested public in the data recovery;

h. proposed methods for disseminating results of the work to the interested public;

i. proposed methods by which local historic sites and historic preservation agencies and individuals will be kept informed of the work and afforded the opportunity to participate; and,

j. a proposed schedule for the submission of progress reports to Savannah District, the Georgia SHPO, South Carolina SHPO, and Council.

5.) The data recovery plans shall be submitted by Savannah District to the Georgia SHPO, South Carolina SHPO, and the Council for 45 days review. Unless the Georgia SHPO, South Carolina SHPO, or the Council objects within 45 days after receipt of a data recovery plan, Savannah District shall ensure that it is implemented.

6.) Savannah District shall ensure that all archeological survey, testing, and data recovery work carried out pursuant to this Programmatic Agreement is carried out by or under the direct supervision of a person or persons meeting at a minimum the standards for archeologist set forth in the *Secretary of the Interior's Standards and Guidelines for Archeological Documentation* (48 F.R. 44716-42).

7.) Savannah District shall ensure that all materials and records resulting from survey, testing, and data recovery are curated in accordance with 36 C.F.R. 79.

8.) Savannah District shall ensure that all final archeological reports resulting from actions pursuant to this agreement will be provided to the Georgia SHPO, the South Carolina SHPO, and Council, and to the National Park Service for possible peer review and submission to the National Technical Information Service. Savannah District shall ensure that all such reports are responsive to the contemporary professional standards, and to the Department of Interior's *Format Standards for Final Reports of Data Recovery Programs* (42 F.R. 5377-79). Precise locational data may be provided only in a separate appendix if it appears that its release could jeopardize archeological sites.

9.) Savannah District will ensure that information resulting from the archeological surveys, testing, and data recovery efforts provided for in this agreement are provided to the Georgia and South Carolina State Site Files in a form acceptable to the Georgia and South Carolina Sites Files for inclusion in the State site file systems.

10.) Any party to this Programmatic Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 C.F.R. Part 800.13 to consider amendment.

11.) The Council, the Georgia SHPO, and the South Carolina SHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. Savannah District will cooperate with the Council and the Georgia SHPO and the South Carolina SHPO in carrying out their monitoring and review responsibilities.

12.) The parties to this agreement shall consult quarterly to review implementation of the terms of this agreement and determine whether revisions are needed. If revisions are needed, the parties to this agreement will consult in accordance with 36 C.F.R. 800 to make such revisions.

13.) Any party to this agreement may terminate it by providing 30 days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, Savannah District will comply with 36 C.F.R. Parts 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

14.) Should the Georgia SHPO, South Carolina SHPO, or Council object within 45 days to any actions proposed pursuant to the agreement, Savannah District shall consult with the objecting party to resolve the objection. If Savannah District determines that the objection cannot be resolved, Savannah district shall request the further comments of the council pursuant to 36 C.F.R. Part 800.6(b). Any Council comment provided in response to such a request will be taken into account by Savannah District in accordance with 36 C.F.R. Part 800.6(c)(2) with reference only to the subject of the dispute; Savannah District's responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

15.) At any time during implementation to the measures stipulated in this agreement, should an objection to any such measure be raised by a member of the public, Savannah District shall take the objection into account and consult as needed with the objecting party, the Georgia SHPO, the South Carolina SHPO, or the Council to resolve the objection.

16.) In the event Savannah District does not carry out the terms of the Programmatic Agreement, Savannah District will comply with 36 C.F.R. Parts 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution and implementation of this Programmatic Agreement evidences that Savannah District has satisfied its Section 106 responsibilities for all individual undertakings of the program.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ DATE: _____
Title: John Fowler, Acting Executive Director

U.S. ARMY ENGINEER DISTRICT, SAVANNAH

By: _____ DATE: _____
Title: Colonel Grant W. Smith

GEORGIA STATE HISTORIC PRESERVATION OFFICER

By: _____ DATE: _____
Title: Mark R. Edwards, Division Director and State Historic Preservation Officer

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

By: _____ DATE: _____
Title: _____

GENERAL SERVICES ADMINISTRATION

By: _____ DATE: _____
Title: _____

CONCUR

U.S. NAVY HISTORICAL CENTER

By: _____ DATE: _____
Title: William Dudley

GEORGIA PORTS AUTHORITY

By: _____ DATE: _____
Title: _____

COASTAL HERITAGE SOCIETY

By: _____ DATE: _____
Title: Scott W. Smith, Director

APPENDIX A DEFINITIONS

Coastal Heritage Society. The Coastal Heritage Society is a non-profit organization that maintains and operates Old Fort Jackson as an historic park and has been actively involved in the preservation, protection, and interpretation of Old Fort Jackson and the C.S.S. *Georgia*. The society has been invited to participate in the consultation process as a Concurring Party with regard to actions taken that may affect the fort or the wreck site.

Concurring Parties. The Concurring Parties include the Georgia Ports Authority, the United States Navy Historical Center (pertaining only to the C.S.S. *Georgia*), and the Coastal Heritage Society (pertaining only to the C.S.S. *Georgia* and Old Fort Jackson).

Consulting Parties. The consulting parties include the U.S. Army Corps of Engineers, Savannah District, the Georgia State Historic Preservation Officer, the South Carolina State Historic Preservation Officer, the General Services Administration (pertaining only to the C.S.S. *Georgia*), and the Advisory Council on Historic Preservation.

C.S.S. *Georgia*. The C.S.S. *Georgia* was a Confederate ironclad that was constructed in Savannah in 1862, served in the harbor during the Civil War, and was scuttled on 21 December 1864 to prevent capture. The wreck site is located on the Savannah Harbor navigation channel bottom and sideslope within Chatham County, Georgia, and Jasper County, South Carolina. The site was listed in the National Register of Historic Places in 1982 at the national level of significance for its architecture, association with important historical personages and events, and for its ability to provide information important in history. The vessel is owned by the U.S. Government and is administered by the General Services Administration.

General Services Administration (GSA). The GSA is the Federal agency charged with administration of Confederate property, including the C.S.S. *Georgia*. GSA is included in the Programmatic Agreement as a Consulting Party with regard to actions that may affect the C.S.S. *Georgia*.

Georgia Ports Authority. ****Charles Griffin to describe organization and role

Old Fort Jackson. Old Fort Jackson is located on the shoreline of the Savannah Harbor navigation channel in Chatham County, Georgia. It was constructed during the War of 1812 and expanded between 1849 and 1860. It was listed in the National Register of Historic Places in 1978 at the national level of significance for its architecture and its association with important historical personages and events. The site is owned by the State of Georgia, but since 1977 has been leased by the Georgia Department of Natural

Resources to the non-profit Coastal Heritage Society which has preserved, protected, and interpreted the site as an historic park.

United States Navy Historical Center. The Navy Historical Center is the branch of the U.S. Navy charged with administration of submerged U.S. Navy vessels. The Center has considerable expertise in the management and archaeological investigation of submerged naval vessels. The Center has been invited, at the request of the GSA, to be a Concurring Party to the Programmatic Agreement with regard to actions that may affect the C.S.S. *Georgia*.

PROGRAMMATIC AGREEMENT
AMONG THE U.S. ARMY ENGINEER DISTRICT, SAVANNAH,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

WHEREAS, the U.S. Army Engineer District, Savannah (Savannah District) operates and maintains Savannah Harbor Navigation Project as authorized by various public laws, and

WHEREAS, Savannah District and the Georgia Ports Authority propose to deepen portions of the Savannah Harbor Navigation Project by 4 feet as described in Savannah Harbor, Georgia, Comprehensive Study, Main Report, dated July 1991 (Savannah Harbor Deepening Project), and

WHEREAS, Savannah District recognizes that the existing Savannah Harbor Navigation Project and the proposed Savannah Harbor Deepening Project may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council), the Georgia State Historic Preservation Officer (GASHPO), and the South Carolina State Historic Preservation Officer (SCSHPO) pursuant to Section 800.13 of the regulation (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470h-2(f), and

WHEREAS, the definitions given in Appendix A are applicable throughout this Programmatic Agreement;

NOW THEREFORE, Savannah District, the Council, the GASHPO, and the SCSHPO agree that the projects shall be administered in accordance with the following stipulations to satisfy Savannah District's Section 106 responsibilities for all individual aspects of the projects.

Stipulations

Savannah District will ensure that the following measures are carried out.

1.) Savannah District shall ensure that archeological surveys of areas affected by the existing Savannah Harbor Navigation Project and areas that may be affected by the proposed Savannah Harbor Deepening Project are conducted in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-23) and taking into account the National Park Service publication: The Archeological Survey: Methods and Uses (1978: GPO stock # 024-016-00091) and any standards and guidelines developed by the GASHPO and the SCSHPO. The surveys shall be conducted in consultation with the GASHPO and the SCSHPO, and reports of the survey, meeting the standards

of the GASHPO and the SCSHPO, shall be submitted to the GASHPO and the SCSHPO for review and approval.

2.) Savannah District shall evaluate properties identified through the surveys in accordance with 36 CFR Part 800.4(c). If the survey results in the identification of properties that are eligible for, or included in, the National Register, Savannah District shall ensure compliance with 36 CFR Part 800.5.

3.) Savannah District shall determine the effect of the existing Savannah Harbor Navigation Project and the proposed Savannah Harbor Deepening Project upon properties determined eligible for inclusion in the National Register of Historic Places in accordance with 36 CFR Part 800.5.

4.) Savannah District shall identify and evaluate alternatives to avoid and/or mitigate adverse effects to properties determined eligible for inclusion, or included in, the National Register of Historic Places in accordance with 36 CFR Part 800.5(e).

5.) Savannah District shall ensure that data recovery plans are developed in consultation with the GASHPO and SCSHPO for the recovery of archeological data from properties determined eligible for inclusion in the National Register of Historic Places. The plans shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-37) and take into account the Council's publication, Treatment of Archeological Properties (Advisory Council on Historic Preservation 1980) and any standards and guidelines set forth by the GASHPO and SCSHPO. The plans shall specify, at a minimum:

a. the property, properties, or portions of properties where data recovery is to be carried out;

b. any property, properties, or portions of properties that will be destroyed without data recovery;

c. the research questions to be addressed through the data recovery, with an explanation of their relevance and importance;

d. the methods to be used, with an explanation of their relevance to the research questions;

e. the methods to be used in analysis, data management, and dissemination of data, including a schedule;

f. the proposed disposition of recovered materials and records;

g. proposed methods for involving the interested public in the data recovery;

h. proposed methods for disseminating results of the work to the interested public;

i. proposed methods by which local historic sites and historic preservation agencies and individuals will be kept informed of the work and afforded the opportunity to participate; and,

j. a proposed schedule for the submission of progress reports to Savannah District, the GASHPO, SCSHPO, and Council.

6.) Savannah District shall ensure that the side slope and channel bottom within and adjacent to the National Register boundary of the C.S.S. GEORGIA are mapped using sweep hydrographic system.

7.) Savannah District shall develop a data recovery plan for the live ordnance and other artifacts located on and in the bottom of the Savannah Harbor navigation channel in the vicinity of the C.S.S. GEORGIA.

8.) The data recovery plans shall be submitted by Savannah District to the GASHPO, SCSHPO, and Council for 45 days review. Unless the GASHPO, SCSHPO, or the Council objects within 45 days after receipt of a data recovery plan, Savannah District shall ensure that it is implemented.

9.) Savannah District shall ensure that all archeological survey, testing, and data recovery work carried out pursuant to this Programmatic Agreement is carried out by or under the direct supervision of a person or persons meeting at a minimum the standards for archeologist set forth in the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44716-42).

10.) Savannah District shall ensure that all materials and records resulting from survey, testing, and data recovery are curated in accordance with 36 CFR Part 79.

11.) Savannah District shall ensure that all final archeological reports resulting from actions pursuant to this agreement will be provided to the GASHPO, the SCSHPO, and Council, and to the National Park Service for possible peer review and submission to the National Technical Information Service (NTIS). Savannah District shall ensure that all such reports are responsive to the contemporary professional standards, and to the Department of Interior's "Format Standards for Final Reports of Data Recovery Programs" (42 FR 5377-79). Precise locational data may be provided only in a separate appendix if it appears that its release could jeopardize archeological sites.

12.) Savannah District will ensure that information resulting from the archeological surveys, testing, and data recovery efforts provided for in this agreement are provided to the Georgia and South Carolina State Site Files in a form acceptable to the Georgia and South Carolina State Site Files for inclusion

in the State site file systems.

13.) Any party to this Programmatic Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such amendment.

14.) The Council, the GASHPO, and the SCSHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. Savannah District will cooperate with the Council and the GASHPO and the SCSHPO in carrying out their monitoring and review responsibilities.

15.) The parties to this agreement shall consult quarterly to review implementation of the terms of this agreement and determine whether revisions are needed. If revisions are needed, the parties to this agreement will consult in accordance with 36 CFR Part 800 to make such revisions.

16.) Any party to this agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, Savannah District will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

17.) Should the GASHPO, SCSHPO, or Council object within 45 days to any actions proposed pursuant to the agreement, Savannah District shall consult with the objecting party to resolve the objection. If Savannah District determines that the objection cannot be resolved, Savannah District shall request the further comments of the Council pursuant to 36 CFR Part 800.6(b). Any Council comment provided in response to such a request will be taken into account by Savannah District in accordance with 36 CFR Part 800.6(c)(2) with reference only to the subject of the dispute; Savannah District's responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

18.) At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure be raised by a member of the public, Savannah District shall take the objection into account and consult as needed with the objecting party, the GASHPO, the SCSHPO, or the Council to resolve the objection.

19.) In the event Savannah District does not carry out the terms of this Programmatic Agreement, Savannah District will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution and implementation of this Programmatic Agreement evidences that Savannah District has satisfied its Section 106

responsibilities for all individual undertakings of the program.
ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: _____ Date: _____

U.S. ARMY ENGINEER DISTRICT, SAVANNAH

BY: _____ Date: _____
Major Robert F. Unger

GEORGIA STATE HISTORIC PRESERVATION OFFICER

BY: _____ Date: _____
Elizabeth A. Lyon, Ph.D.

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

BY: _____ Date: _____
George L. Vogt, Ph.D.

PROGRAMMATIC AGREEMENT
AMONG THE U.S ARMY ENGINEER DISTRICT, SAVANNAH,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

APPENDIX A

Definitions:

Area of Effect for the Existing Savannah Harbor Navigation Project: The area of effect includes existing disposal areas, the existing dredged channel bottom, turning basins, and side slopes from stations -58+000 to +104+000, and the harbor shoreline from stations -2+000 to +104+000. The area of effect is shown on Figures 1 and 2.

Area of Effect for the Savannah Harbor Deepening Project: The area of effect includes existing disposal areas, the existing dredged channel bottom from stations -60+000 to +102+500, the area adjacent to and paralleling the channel bottom that would be

cut away or undermined as a result of channel deepening, the bottom of the King's Island Turning Basin, the area of river bottom adjacent to the King's Island Turning Basin that would be cut away or undermined as a result of deepening the King's Island Turning basin, and the harbor shoreline from stations -2+000 to +102+500 that may be affected by increased erosion. The area of effect is shown on Figure 3 and 4.

C.S.S. GEORGIA: The C.S.S. GEORGIA, a property listed in the National Register of Historic Places, is a submerged wreck located on the edge of the juncture of Back River and the Savannah Harbor navigation channel. The Georgia/South Carolina boundary appears to bisect the property. The vessel is owned by the Federal Government.

PROGRAMMATIC AGREEMENT
AMONG THE U.S. ARMY ENGINEER DISTRICT, SAVANNAH,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

WHEREAS, the U.S. Army Engineer District, Savannah (Savannah District) proposes to remove the tide gate structure from operation and close New Cut in Savannah Harbor (Section 1135 Project) and

WHEREAS, Savannah District recognizes that the Section 1135 Project may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Advisory Council on Historic Preservation (Council), the Georgia State Historic Preservation Officer (GASHPO), and the South Carolina State Historic Preservation Officer (SCSHPO) pursuant to Section 800.13 of the regulation (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470h-2(f), and

WHEREAS, the definitions given in Appendix A are applicable throughout this Programmatic Agreement;

NOW THEREFORE, Savannah District, the Council, the GASHPO, and the SCSHPO agree that the projects shall be administered in accordance with the following stipulations to satisfy Savannah District's Section 106 responsibilities for all individual aspects of the projects.

Stipulations

Savannah District will ensure that the following measures are carried out.

1.) The Savannah District shall ensure that an archeological survey of the areas of primary and secondary effect is conducted in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-23) and taking into account the National Park Service publication: The Archeological Survey: Methods and Uses (1978: GPO stock # 024-016-00091) and any standards and guidelines developed by the GASHPO and the SCSHPO. The survey shall be conducted in consultation with the GASHPO and the SCSHPO, and reports of the survey, meeting the standards of the GASHPO and the SCSHPO, shall be submitted to the GASHPO and the SCSHPO for review and approval.

2.) The Savannah District shall evaluate properties identified through the survey in accordance with 36 CFR Part 800.4(c). If the survey results in the identification of properties that are

eligible for the National Register, the Savannah District shall comply with 36 CFR Part 800.5.

3. The Savannah District shall determine the effect of the Section 1135 Project upon properties determined eligible for inclusion in the National Register of Historic Places in accordance with 36 CFR Part 800.5.

4.) The Savannah District shall identify and evaluate alternatives to avoid and/or mitigate adverse effects to properties determined eligible for inclusion in the National Register of Historic Places in accordance with 36 CFR Part 800.5(e).

5.) The Savannah District shall ensure that data recovery plans are developed in consultation with the GASHPO and SCSHPO for the recovery of archeological data from properties determined eligible for inclusion in the National Register of Historic Places. The plans shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-37) and take into account the Council's publication, Treatment of Archeological Properties (Advisory Council on Historic Preservation 1980) and any standards and guidelines set forth by the GASHPO and SCSHPO. The plans shall specify, at a minimum:

a. the property, properties, or portions of properties where data recovery is to be carried out;

b. any property, properties, or portions of properties that will be destroyed without data recovery;

c. the research questions to be addressed through the data recovery, with an explanation of their relevance and importance;

d. the methods to be used, with an explanation of their relevance to the research questions;

e. the methods to be used in analysis, data management, and dissemination of data, including a schedule;

f. the proposed disposition of recovered materials and records;

g. proposed methods for involving the interested public in the data recovery;

h. proposed methods for disseminating results of the work to the interested public;

i. proposed methods by which local historic sites and historic preservation agencies and individuals will be kept informed of the work and afforded the opportunity to participate;

j. a proposed schedule for the submission of progress reports to Savannah District, the GASHPO, SCSHPO, and Council, and

6.) The data recovery plans shall be submitted by the Savannah District to the GASHPO, SCSHPO, and Council for 45 days review. Unless the GASHPO, SCSHPO, or the Council objects within 45 days after receipt of a data recovery plan, the Savannah District shall ensure that it is implemented.

7.) Savannah District shall ensure that all archeological survey, testing, and data recovery work carried out pursuant to this Programmatic Agreement is carried out by or under the direct supervision of a person or persons meeting at a minimum the standards for archeologist set forth in the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44716-42);

8.) The Savannah District shall ensure that all materials and records resulting from survey, testing, and data recovery are curated in accordance with 36 CFR Part 79;

9.) The Savannah District shall ensure that all final archeological reports resulting from actions pursuant to this agreement will be provided to the GASHPO, the SCSHPO, and Council, and to the National Park Service for possible peer review and submission to the National Technical Information Service (NTIS). The Savannah District shall ensure that all such reports are responsive to the contemporary professional standards, and to the Department of Interior's "Format Standards for Final Reports of Data Recovery Programs" (42 FR 5377-79). Precise locational data may be provided only in a separate appendix if it appears that its release could jeopardize archeological sites.

10.) The Savannah District will ensure that information resulting from the archeological surveys, testing, and data recovery efforts provided for in this agreement are provided to the Georgia and South Carolina State Files in a form acceptable to the Georgia and South Carolina State Site Files for inclusion in the State site file systems.

11.) In consultation with the the Council and the GASHPO, Savannah District will prepare a Memorandum of Agreement to outline procedures for identifying, evaluating, and mitigating and/or removing adverse effects of the Savannah Harbor Navigation Project upon Old Fort Jackson, a property listed in the National Register of Historic Places;

12.) In consultation with the the Council, the GASHPO, and the SCSHPO, Savannah District will prepare a Memorandum of Agreement to outline procedures for identifying, evaluating, and mitigating and or removing adverse effects of the Savannah Harbor Navigation Project upon the C.S.S. GEORGIA, a property listed in the National Register of Historic Places;

13.) Any party to this Programmatic Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such amendment.

14.) The Council, the GASHPO, and the SCSHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. The Savannah District will cooperate with the Council and the GASHPO and the SCSHPO in carrying out their monitoring and review responsibilities.

15.) The parties to this agreement shall consult quarterly to review implementation of the terms of this agreement and determine whether revisions are needed. If revisions are needed, the parties to this agreement will consult in accordance with 36 CFR Part 800 to make such revisions.

16.) Any party to this agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Savannah District will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

17.) Should the GASHPO, SCSHPO, or Council object within 45 days to any actions proposed pursuant to the agreement, the Savannah District shall consult with the objecting party to resolve the objection. If the Savannah District determines that the objection cannot be resolved, the Savannah District shall request the further comments of the Council pursuant to 36 CFR Part 800.6(b). Any Council comment provided in response to such a request will be taken into account by the Savannah District in accordance with 36 CFR Part 800.6(c)(2) with reference only to the subject of the dispute; the Savannah District's responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

18.) At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure be raised by a member of the public, the Savannah District shall take the objection into account and consult as needed with the objecting party, the GASHPO, the SCSHPO, or the Council to resolve the objection.

19.) In the event the Savannah District does not carry out the terms of this Programmatic Agreement, the Savannah District will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution and implementation of this Programmatic Agreement evidences that Savannah District has satisfied its Section 106 responsibilities for all individual undertakings of the program.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: _____ Date: _____
[Name and title of signer]

U.S. ARMY ENGINEER DISTRICT, SAVANNAH

BY: _____ Date: _____
Colonel what's his name

GEORGIA STATE HISTORIC PRESERVATION OFFICER

BY: _____ Date: _____
Elizabeth A. Lyon, Ph.D.

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

BY: _____ Date: _____
George L. Vogt, Ph.D.

PROGRAMMATIC AGREEMENT
AMONG THE U.S ARMY ENGINEER DISTRICT, SAVANNAH,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

APPENDIX

Definitions:

Area of Effect: The area of effect includes the disposal area access location, the dike closure area in New Cut, and the Back River channel, bank to bank from its mouth at its juncture with the Savannah Harbor navigation channel (at the eastern tip of Fig Island) to its juncture with New Cut as shown on Figure 1.

Area of Primary Effect: The area of primary effect includes the disposal area access location and the dike closure area at New Cut.

Area of Secondary Effect: The area of secondary effect includes the Back River, bank to bank, from its juncture with the Savannah

Harbor navigation channel (at the eastern tip of Fig Island) to its juncture with New Cut.

C.S.S. GEORGIA: The C.S.S. GEORGIA, a property listed in the National Register of Historic Places, is a submerged wreck located on the edge of the juncture of Back River and the Savannah Harbor navigation channel. The Georgia/South Carolina boundary appears to bisect the property. The vessel is owned by the Federal Government. The site may be experiencing adverse effects from a number of harbor related activities and is to be addressed in a separate Memorandum of Agreement.

Old Fort Jackson: Old Fort Jackson, a property listed in the National Register of Historic Places, is a brick fort and associated grounds located on the Georgia side of the Savannah River opposite the mouth of the Back River. The property is owned by the State of Georgia and is leased to the Coastal Heritage Society, a local, nonprofit historic preservation organization. The property is experiencing erosion caused by a number of harbor related activities and is to be addressed in a separate Memorandum of Agreement.

Savannah Harbor Navigation Project: The Savannah Harbor Navigation Project includes 21.3 miles of river channel to the ocean entrance, 2.3 miles of bar channel to the end of the jetties, and 8.7 miles of bar channel to deep water, six turning basins, and a sediment control works as shown of Figures 2 and 3.

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY ENGINEER DISTRICT, SAVANNAH,
THE COASTAL HERITAGE SOCIETY,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
CONCERNING
OLD FORT JACKSON, SAVANNAH, GEORGIA

WHEREAS, the U.S. Army Engineer District, Savannah (Savannah District) operates and maintains the Savannah Harbor Navigation Project, as authorized by various public laws, and

WHEREAS, Savannah District recognizes that the existing Savannah Harbor Navigation Project may have an effect upon Old Fort Jackson, a property owned by the State of Georgia and included on the National Register of Historic Places, and has consulted with the Advisory Council on Historic Preservation (Council) and the Georgia State Historic Preservation Officer (GASHPO) pursuant to Section 800.13 of the regulation (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470h-2(f)), and

WHEREAS, the definitions given in Appendix A are applicable throughout this Memorandum of Agreement (Agreement);

NOW THEREFORE, Savannah District, the Council, and the GASHPO agree that the following stipulations will satisfy Savannah District's Section 106 responsibilities for identifying, evaluating, and mitigating any effects of the Savannah Harbor Navigation Project upon Old Fort Jackson.

STIPULATIONS

The Savannah District, U.S. Army Corps of Engineers shall ensure that the following measures are carried out:

1. Savannah District shall conduct such studies as are necessary to determine the nature, extent, and cause(s) of the streambank erosion problem at Old Fort Jackson.
2. Savannah District shall determine the contributing effect of the construction and/or maintenance of the Savannah Harbor Navigation Project on bank erosion at the Old Fort Jackson Historic site, in accordance with 36 CFR Parts 800.5 and 800.9.
3. If the conclusion from studies conducted under Stipulations

#1 and #2 is that construction and/or maintenance of the Savannah Harbor Navigation Project contributes to the bank erosion problem at the Old Fort Jackson Historic Site, then Savannah District will implement Stipulations #4 through #12.

4. Savannah District shall identify and evaluate alternatives to eliminate, minimize, and retard the contribution to bank erosion problem at the Old Fort Jackson Historic site, caused by the construction and/or maintenance of the Savannah Harbor Navigation Project.

5. Savannah District shall develop a mitigation plan to minimize the adverse effects of streambank erosion on Old Fort Jackson, resulting from the construction and/or maintenance of the Savannah Harbor Navigation Project, in accordance with 36 CFR Part 800.5.

6. The District's studies, study results, evaluations and determinations shall be documented in a report. The report will include a discussion of various erosion control alternatives, the merits, efficacy, and projected costs of each alternative, and make recommendations as to the optimal erosion control alternative(s). The optimal erosion control plan shall be incorporated into a draft mitigation plan for mitigating the adverse effects to the Old Fort Jackson Historic site resulting from the Savannah Harbor Navigation Project.

7. The draft mitigation plan shall be provided to the GASHPO, the Council, the Coastal Heritage Society, and interested local historical groups for comment. A review by managers of historic sites which have experienced similar problems will also be pursued. A final mitigation plan, including mitigation recommendations and projected costs of implementation, shall be developed following receipt and consideration of all comments.

8. Savannah District shall, in consultation with the property owner, the State of Georgia, and the property lessee and operator, the Coastal Heritage Society, develop a cost-sharing program by which the mitigation measures recommended as the optimal solution to the bank erosion problem at the Old Fort Jackson Historic Site may be implemented.

9. Savannah District, in conjunction with the GASHPO and the Coastal Heritage Society, shall implement the recommended plan subject to the availability of funds. Savannah District shall function as the lead party in coordinating and implementing the work necessary to implement the mitigation plan.

10. Should the mitigation plan entail the alteration or destruction of any features associated with the Old Fort Jackson Historic Site, such that data recovery of buried archeological deposits/artifacts might be recovered, a research design for the necessary data recovery shall be developed by the Savannah District and coordinated with the GASHPO and the Coastal Heritage Society, who shall have the opportunity to review and comment on the proposed data recovery plan.

11. The final mitigation plan shall be submitted by Savannah District to the GASHPO and the Council for a 45-day review period. Unless the GASHPO or the Council objects during the review period, the mitigation plan shall be considered approved.

12. Savannah District shall ensure that any archeological data recovery carried out pursuant to this Agreement is carried out by, or under, the direct supervision of an individual meeting, at a minimum, the standards for an archeologist as set forth in the Department of the Interior's Archeological and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44716-42) for a historic archeologist.

13. Savannah District shall ensure that any and all materials and records resulting from any investigations (data recovery) conducted as part of Stipulation #12 are curated in accordance with 36 CFR Part 79. Curation facilities at the following locations will be considered for these materials and records: (1) University of Georgia, (2) South Carolina Institute of Archaeology and Anthropology, and (3) University of Alabama. Other facilities may be considered, but the facility selected for use must be able to fulfill the Federal curation requirements. Short or long term loans of "exhibit quality" artifacts will be considered to reputable museums or historic sites which can address these special needs.

14. Savannah District shall ensure that all final reports resulting from actions pursuant to this Agreement will be provided to the GASHPO and the Council, and to the National Park Service, Southeast Regional Office for possible peer review and submission to the National Technical Information Service (NTIS). Savannah District shall ensure that all such reports are responsive to the contemporary professional standards, and to the Department of Interior's "Format Standards for Final Reports of Data Recovery Programs" (42 FR 5377-5379).

15. Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.5(e)(5) to consider such amendment.

16. Should the GASHPO or the Council object within 45 days to any actions proposed pursuant to the Agreement, Savannah District shall consult with the objecting party to resolve the objection. If Savannah District determines that the objection cannot be resolved, Savannah District shall request the further comments of

the Council pursuant to 36 CFR Part 800.4 to 800.6. Any Council comment provided in response to such a request will be taken into account by Savannah District in accordance with 36 CFR Part 800.6(c)(2) with reference only to the subject of the dispute; Savannah District's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

17. At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure be raised by a member of the public, Savannah District shall take the objection into account and consult, as needed, with the objecting party, the GASHPO or the Council to resolve the objection.

Execution of this Memorandum of Agreement and implementation of its terms evidences that the Savannah District, U.S. Army Corps of Engineers has afforded the Council an opportunity to comment on the Savannah Harbor Navigation Project and its effects on the Old Fort Jackson Historic Site and that the Savannah District has taken into account the effects of the undertaking on that historic property.

U.S. ARMY ENGINEER DISTRICT, SAVANNAH

BY: _____ DATE: _____
GRANT M. SMITH
COLONEL, U.S. ARMY
DISTRICT ENGINEER

COASTAL HERITAGE SOCIETY, INC.

BY: _____ DATE: _____
SCOTT SMITH
DIRECTOR

GEORGIA DEPARTMENT OF NATURAL RESOURCES
GEORGIA STATE HISTORIC PRESERVATION OFFICER

BY: _____ DATE: _____
MARC R. EDWARDS
DIRECTOR, HISTORIC SITES DIVISION AND GASHPO

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: _____ DATE: _____
ROBERT D. BUSH
EXECUTIVE DIRECTOR

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S ARMY ENGINEER DISTRICT, SAVANNAH,
THE COASTAL HERITAGE SOCIETY,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
CONCERNING
OLD FORT JACKSON, SAVANNAH, GEORGIA

APPENDIX A

DEFINITIONS:

Savannah Harbor Navigation Project:

The Federal Navigation Project (Project) consists of those features authorized by the U.S. Congress, or authorized under authorities delegated by the U.S. Congress, to provide safe and efficient navigation through Savannah Harbor or to reduce adverse impacts of those features. The Project includes both the physical features constructed in conformance with prior authorizations, and subsequent maintenance activities associated with continued operation of those features. The physical features include the navigation channel, advance maintenance sections, bend wideners, turning basins, berthing areas, sediment control works, freshwater control works, and dredged material disposal areas.

Old Fort Jackson:

Old Fort Jackson consists of a brick fortification, moat, and surrounding, buried archaeological deposits. It is significant for its architecture and archaeology.

The property is owned by the state of Georgia and is included on the National Register of Historic Places. The site is administered by the Coastal Heritage Society.

The site is located at approximately Station 58+400 (River Mile 11.1) on the south bank of the Savannah River across from the mouth of Back River. The Fort is situated on a 7.8-acre tract bounded by the Savannah River on the northwest, with adjacent lands on the east, south, and southwest consisting of undeveloped lowlands owned by the American Cyanamid Corporation.

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY ENGINEER DISTRICT, SAVANNAH,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
CONCERNING
THE CONFEDERATE IRONCLAD, CSS GEORGIA

WHEREAS, the U.S. Army Engineer District, Savannah (Savannah District) operates and maintains the Savannah Harbor Navigation Project, as authorized by various public laws, and

WHEREAS, Savannah District recognizes that the Savannah Harbor Navigation Project may contribute to the effect upon the CSS Georgia, a Confederate ironclad which is listed on the National Register of Historic Places, and has consulted with the Advisory Council on Historic Preservation (Council), the Georgia State Historic Preservation Officer (GASHPO), and the South Carolina State Historic Preservation Officer (SCSHPO) pursuant to Section 800.13 of the regulation (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470h-2(f)), and

WHEREAS, the definitions given in Appendix A are applicable throughout this Memorandum of Agreement (Agreement);

NOW THEREFORE, Savannah District, the Council, the GASHPO, and the SCSHPO agree that the following stipulations will satisfy Savannah District's Section 106 responsibilities for identifying, evaluating, and mitigating effects of the Savannah Harbor Navigation Project upon the CSS Georgia.

STIPULATIONS

The Savannah District, U.S. Army Corps of Engineers shall ensure that the following measures are carried out:

1. Savannah District shall conduct such studies as are necessary to determine the present condition of the vessel, its stability as a historic site/object, any factors which may threaten its present condition or stability, and restrictions which the vessel places on present harbor operations.

2. Savannah District shall determine the contributing effect of the construction and/or maintenance of the Savannah Harbor Navigation Project on the CSS Georgia, in accordance with 36 CFR Parts 800.5 through 800.9.

3. A draft report documenting the studies conducted under Stipulations #1 and #2, as well as the resulting findings and determinations shall be complete within three years of the signature of the last party to this agreement. If the conclusion from the studies is that construction and/or maintenance of the Savannah Harbor Navigation Project contributes to the degradation or reduced stability of the CSS Georgia, then the Savannah District will implement Stipulations #4 through #12.

4. The Savannah District shall identify and evaluate alternatives to eliminate, minimize, and retard the Savannah Harbor Navigation Project contribution to factors which may threaten the vessel's present condition or stability. If the vessel is restricting present harbor operations, alternatives shall be evaluated which would allow those restrictions to be eliminated or minimized.

5. Savannah District shall develop a mitigation plan to minimize the adverse effects on the CSS Georgia resulting from the construction or maintenance of the Savannah Harbor Navigation Project, in accordance with 36 CFR Part 800.5. The mitigation plan will document alternatives which were evaluated to eliminate or minimize restrictions which the CSS Georgia causes on the Savannah Harbor Navigation Project.

6. The District's studies, study results, evaluations and determinations shall be documented in a report. The report will include a discussion of the present condition of the vessel, factors which may threaten the vessel's present condition, adverse effects which construction and/or maintenance of the Project has had on the vessel, and restrictions which the vessel has on present harbor operations, the merits, efficacy, and projected costs of each alternative, and make recommendations as to the optimal alternative(s). The plan shall be incorporated into a draft mitigation plan for mitigating the adverse effects to the CSS Georgia resulting from the Savannah Harbor Navigation Project.

7. The draft mitigation plan shall be provided to the GASHPO, the SCSHPO, the Council, and interested local historical groups for comment. A peer review will also be pursued. A final mitigation plan, including mitigation recommendations and projected costs of its implementation shall be developed following receipt and consideration of all comments.

8. Savannah District shall implement the recommended plan, subject to the availability of funds. If funds do not appear to be available to implement all components of the recommended plan specified for a given year, the District will consult the parties to this agreement within 30 days of such a finding to determine what actions the District will need to perform to remain in compliance with Section 106 of the National Historic Preservation Act.

9. Should the mitigation plan entail the alteration or destruction of any features associated with the CSS Georgia, such that data recovery of buried archeological deposits/artifacts might be recovered, a research design for the necessary data recovery shall be developed by the Savannah District and coordinated with the GASHPO and the SCSHPO, who shall have the opportunity to review and comment on the proposed data recovery plan.

10. The final mitigation plan shall be submitted by Savannah District to the GASHPO, the SCSHPO, and the Council for a 45-day review period. Unless the GASHPO, the SCSHPO, or the Council objects during the review period, the mitigation plan shall be considered approved.

11. Savannah District shall ensure that any archeological data recovery carried out pursuant to this Agreement is carried out by, or under the direct supervision of, an individual meeting, at a minimum, the standards for an archeologist as set forth in the Department of the Interior's Archeological and Historic Preservation: Secretary of the Interior's Standards and Guidelines (48 FR 44716-42) for a historic archeologist.

12. Savannah District shall ensure that any and all materials and records resulting from any investigations (data recovery) conducted as part of Stipulation #11 are curated in accordance with 36 CFR Part 79. Curation facilities at the following locations will be considered for these materials and records: (1) University of Georgia, (2) South Carolina Institute of Archaeology and Anthropology, and (3) University of Alabama. Other facilities may be considered, but the facility selected for use must be able to fulfill the Federal curation requirements. Short or long term loans of "exhibit quality" artifacts will be considered to reputable museums or historic sites which can address these special needs.

13. Savannah District shall ensure that all final reports resulting from actions pursuant to this Agreement will be provided to the GASHPO, the SCSHPO, and Council, and to the National Park Service for possible peer review and submission to the National Technical Information Service (NTIS). Savannah District shall ensure that all such reports are responsive to the contemporary professional standards, and to the Department of Interior's "Format Standards for Final Reports of Data Recovery Programs" (42 FR 5377-5379).

14. Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR 800.5(e)(5) to consider such amendment.

15. Should the GASHPO, the SCSHPO, or Council object within 45 days to any actions proposed pursuant to the Agreement, Savannah District shall consult with the objecting party to resolve the objection. If Savannah District determines that the objection cannot be resolved, Savannah District shall request the further comments of the Council pursuant to 36 CFR Part 800.4 to 800.6. Any Council comment provided in response to such a request will be taken into account by Savannah District in accordance with 36 CFR Part 800.6(c)(2) with reference only to the subject of the dispute; Savannah District's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

16. At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure be raised by a member of the public, Savannah District shall take the objection into account and consult, as needed, with the objecting party, the GASHPO, the SCSHPO, or the Council to resolve the objection.

Execution of this Memorandum of Agreement and implementation of its terms evidences that the Savannah District, U.S. Army Corps of Engineers has afforded the Council an opportunity to comment on the Savannah Harbor Navigation Project and its effects on the Confederate ironclad, CSS Georgia and that the Savannah District has taken into account the effects of the undertaking on that historic property.

U.S. ARMY ENGINEER DISTRICT, SAVANNAH

BY: _____ DATE: _____
GRANT M. SMITH
COLONEL, U.S. ARMY
DISTRICT ENGINEER

GEORGIA DEPARTMENT OF NATURAL RESOURCES
GEORGIA STATE HISTORIC PRESERVATION OFFICER

BY: _____ DATE: _____
MARC R. EDWARDS
DIRECTOR, HISTORIC SITES DIVISION AND GASHPO

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER

BY: _____ DATE: _____
GEORGE L. VOGT, PhD.
DIRECTOR, DEPARTMENT OF ARCHIVES AND HISTORY AND SCSHPO

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: _____ DATE: _____
ROBERT D. BUSH
EXECUTIVE DIRECTOR

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S ARMY ENGINEER DISTRICT, SAVANNAH,
THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
CONCERNING
THE CONFEDERATE IRONCLAD, CSS GEORGIA

APPENDIX A

DEFINITIONS:

Savannah Harbor Navigation Project:

The Federal Navigation Project (Project) consists of those features authorized by the U.S. Congress, or authorized under authorities delegated by the U.S. Congress, to provide safe and efficient navigation through Savannah Harbor or to reduce adverse impacts of those features. The Project includes both the physical features constructed in conformance with prior authorizations, and subsequent maintenance activities associated with continued operation of those features. The physical features include the navigation channel, advance maintenance sections, bend wideners, turning basins, berthing areas, sediment control works, freshwater control works, and dredged material disposal areas.

CSS Georgia:

The CSS Georgia is a Confederate ironclad vessel which is located in Savannah Harbor at approximately Station 58+500 (River Mile 11.1). The vessel was constructed in Savannah in 1862 and was scuttled by Confederate forces in December 1864 to prevent her capture. The CSS Georgia is the only ironclad known to have been built in Savannah.

The property is owned by the state of Georgia and was included on the National Register of Historic Places in February 1987. The site is significant at the national level for its architecture, associations with events and people, and for its archaeology.