

**AGREEMENT
BETWEEN
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S OFFICE OF
NATIONAL MARINE SANCTUARIES AND
THE UNITED STATES COAST GUARD
REGARDING
THE PRESERVATION AND MANAGEMENT OF
THE HISTORIC DIAMOND SHOALS LIGHTSHIP,
SUNK AT DIAMOND SHOALS, OFF CAPE HATTERAS, NORTH CAROLINA**

WHEREAS, the wreck of the Diamond Shoals Lightship, a government-owned sovereign immune craft located approximately 15nm off the coast of Cape Hatteras, is associated with an event of tremendous local (North Carolina), regional (Atlantic), national and international World War I significance. The lightship is one of few surviving pre-1930 U.S. lightships, is one of few U.S. government vessels lost in home waters to enemy attack in World War I, and is the only U.S. lightship sunk by enemy action; and

WHEREAS, the United States retains ownership of the lightship as a sovereign immune craft and the U.S. Coast Guard retains responsibility for the lightship having taken over the duties from the now defunct United States Lighthouse Service in 1939; and

WHEREAS, NOAA's Office of National Marine Sanctuaries (ONMS) has authority to protect special areas of the marine environment that have special conservation, recreational, ecological, historical, cultural, archeological, scientific, educational, or esthetic qualities and to cooperate with other agencies for that purpose under the National Marine Sanctuaries Act (NMSA)(16 U.S.C. §§ 1431, 1442); and, within ONMS, is the Maritime Heritage Program that provides leadership in complying with the NHPA within ONMS and other NOAA offices; and

WHEREAS, the Maritime Heritage Program and the U.S.S. Monitor National Marine Sanctuary, located approximately 6.3 nm from the wreck of the Diamond Shoals, have on-staff capacity and equipment that has been engaged in the survey, assessment, documentation, preservation and public outreach of underwater cultural heritage off the coast of North Carolina, as well as elsewhere in the United States; and

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA) and the U.S. Coast Guard have common interests in the protection and preservation of significant submerged maritime resources, including wrecks, and desire to cooperate in the investigation of historical properties such as the Diamond Shoals Lightship, and have collaborated closely on a number of prior maritime heritage projects; and

WHEREAS, NOAA, and the U.S. Coast Guard recognize the coordination and collaboration proposed in this Agreement will improve their ability to protect, preserve, and manage the lightship and result in more efficient use of government resources;

NOW, THEREFORE, NOAA, and the U.S. Coast Guard agree that in the ongoing preservation and management of this historic property, the following procedures and protocols shall apply.

I. Authority:

1. The legal authority for the parties to enter into this agreement is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. § 1442(a).
2. The U.S. Coast Guard has programmatic authority pursuant to 14 U.S.C. § 93(a)(20).
3. NOAA has programmatic authority pursuant to 16 U.S.C. § 470h-3(c), and 16 U.S.C. §§ 1431(b)(4) to (9), 1440, 1442(a)

II. Purpose: Cooperative Investigation, Protection, and Management of Diamond Shoal Lightship

1. On behalf of the United States, NOAA and U.S. Coast Guard will endeavor to protect the lightship through a cooperative management approach aimed at seeing that the lightship, as an important part of our nation's history, is investigated, and managed (to the extent the agencies have funds to manage it at all) appropriately and responsibly in accordance with the terms of this Agreement.
2. NOAA, on behalf of U.S. Coast Guard, and in consultation with U.S. Coast Guard, will seek to manage and protect the lightship site as both an historical and an archaeological resource in accordance with the terms of this agreement.

III. Near Term Site Investigation, Protection, etc.

1. Both signatories to this agreement agree that *in situ* preservation is the preferred management approach. No recovery is planned, and the parties agree that no recovery should be considered unless and until a scientific assessment of the condition of the vessel and wreck site (including potential impacts to the surrounding environment) is completed.
2. Public access for non-intrusive research, education, or recreational diving will continue without requiring a permit. The signatories to this agreement agree to explore and coordinate proactive management measures through education and outreach to protect the site and facilitate non-intrusive access such as mooring buoys or other strategies to avoid or minimize harm to the wreck from anchoring, bottom trawling and other potential threats.
3. Consistent with the spirit of US archaeological and historic preservation law, the US Policy for the Protection of Sunken Warships, Military Aircraft and Other

Sunken Government Property, January 19, 2001, reprinted in full at 69 Fed.Reg. 5647 (Feb 5, 2004), and international law, which (as stated in the aforementioned US Policy) "encourages nations to preserve objects of maritime heritage wherever located for the benefit of the public," the signatories to this Agreement will endeavor to cooperate in protecting the wreck site through education and outreach that underscores how the United States, as owner of the lightship, has provided notice to the public that it does not wish the wreck site to be salvaged or disturbed in any manner without express authorization of U.S. Coast Guard.

4. U.S. Coast Guard is the lead agency for the enforcement of any laws that protect the Diamond Shoals Lightship, such as, US property law. NOAA agrees, within the following parameters, to assist U.S. Coast Guard in investigating and monitoring the site as well as in the enforcement of protections against pilfering, depending on available resources.
5. In the near term, NOAA will continue to conduct research, education and other activities to protect and manage the lightship in a manner consistent with the U.S.S. Monitor National Marine Sanctuary management plan and the underlying Federal Archaeological Program (FAP). NOAA will share any existing data regarding the lightship and will share the results of any future research, education, or other activities with the U.S. Coast Guard. Any intrusive research or similar activities would be conducted in consultation and with permission of the U.S. Coast Guard.
6. Such activities will be preserved in subsequent agreements and/or necessary documentation between the parties.

IV. Long-Term Site Management Plan

1. NOAA and U.S. Coast Guard will continue to cooperate in the near-term activities to protect and manage the Diamond Shoals Lightship and to develop a more detailed long-term management plan that will consider other management protection alternatives, including enhanced in situ protection to prevent loss of historic property from looting, unwanted commercial salvage, or incidental harm or injury from activities conducted in the surrounding areas. The plan will also consider the possible loss of historic material due to natural processes in the surrounding environment. Nothing in this agreement is intended to require the parties to adopt any such plan.
2. NOAA will plan and conduct site visits for the purpose of developing baseline scientific information about the lightship and surrounding environment and research that provides the basis for the development of management alternatives.
3. NOAA will continue to conduct work in cooperation with U.S. Coast Guard in the survey, monitoring, and long-term management of the site.

4. In any activities related to this agreement, NOAA will follow any applicable Federal laws and regulations and be informed by the spirit of the preservation principles, objectives, and standards set forth in the UNESCO Convention on the Protection of the Underwater Cultural Heritage and Annex. See Annex rules in Appendix II.

V. Review of Agreement.

The parties shall consult on or about five years from the effective date of this agreement, and every two years thereafter, to review the implementation of the stipulations of this agreement, and to determine whether any revisions are desired, and whether additional measures are needed to protect the character and integrity of the lightship site.

VI. Amendments

1. This Agreement does not obligate funds. Any activities involving reimbursement or transfer of funds between the Parties to this agreement will be handled in accordance with applicable law, regulations, and procedures. Such activities will be documented in subsequent agreements or amendments to this agreement.
2. This Agreement may be amended, in writing, to include other historic properties that both signatories agree should be protected and managed in accordance with this Agreement.

VII. Termination

1. Either signatory may terminate this Agreement for any reason.
2. Prior to terminating the agreement, the signatory proposing to terminate it shall so notify the other signatory, in writing, explaining the reasons for the proposed termination.

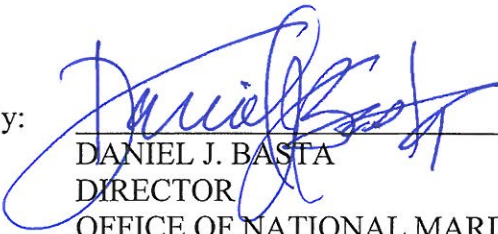
VIII. Anti-Deficiency Act Considerations

1. This Agreement has been developed with the intent of planning to cooperate to voluntarily investigate and manage a property of significance in US history based on the availability of funds and other resources. NOAA or the U.S. Coast Guard shall consider no provision or text in this Agreement as an obligation, requirement or a commitment of funds or other resources. As the Agreement does not require the expenditure of any federal funds, it is the parties' understanding that the Agreement does not violate the Anti-Deficiency Act, 31 U.S. Code § 1341.

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

X. Effective Date

This Agreement shall become effective upon the date of the final signature and shall extend for a period of five years.

By:  Date: 9/18/14
DANIEL J. BASTA
DIRECTOR
OFFICE OF NATIONAL MARINE SANCTUARIES
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
DEPARTMENT OF COMMERCE

By:  Date: 18 September 2014
DR. ROBERT BROWNING
CHIEF HISTORIAN,
US COAST GUARD
DEPARTMENT OF HOMELAND SECURITY