

**MEMORANDUM OF AGREEMENT BETWEEN THE U.S. ARMY CORPS OF
ENGINEERS, THE FLORIDA STATE HISTORIC PRESERVATION OFFICER, AND
OKALOOSA COUNTY REGARDING THE DEPLOYMENT OF THE SS *UNITED
STATES* AS AN ARTIFICIAL REEF, *OKALOOSA COUNTY, FLORIDA***

WHEREAS, the U.S. Army Corps of Engineers, Jacksonville District (Corps), under the authority of Section 10 of the Rivers and Harbors Act, issued a Department of Army permit (SAJ-1996-03565) (DA permit) that provides authorization to Okaloosa County (Permittee) to deploy artificial reefs in navigable waters of the northern Gulf of America within three prescribed areas, which are referred to as Large Area Artificial Reef Site A (LAARS A), LAARS B, and LAARS C;

WHEREAS, in the context of evaluating a requested modification of the DA permit, the Corps became aware that pursuant to the authorization provided by the Corps in the DA permit, the Permittee plans to deploy (sink) the historic ship SS *United States* (Vessel) in LAARS C, where it will serve as an artificial reef;

WHEREAS, the Corps determined that the deployment and preparations for deployment of the Vessel to LAARS C constitutes the undertaking in accordance with 36 C.F.R. § 800.16(y); 33 C.F.R. § 325, Appendix C, at § 1(f);

WHEREAS, the Corps defined the undertaking's area of potential effects (APE) as the proposed vessel deployment area as shown in Attachment A and includes the Vessel itself wherever the Vessel (the body of the ship, not items that have been removed from the ship in the past) may be prior to deployment, including its location at the Mobile, Alabama Shipyard where it is docked in preparation for deployment;

WHEREAS, the Corps determined that the undertaking will have an adverse effect on the Vessel, which is listed in the *National Register of Historic Places*, and has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and 33 C.F.R. § 325, Appendix C, at § 7(d);

WHEREAS, the Corps invited the following Indian Tribes (Tribes) to consult: the Seminole Tribe of Florida, the Miccosukee Tribe of Indians of Florida, the Seminole Nation of Oklahoma, and the Muscogee Nation on the undertaking, and none of the Tribes responded to coordination letters;

WHEREAS, the Corps notified the Alabama State Historic Preservation Office regarding the undertaking and APE on February 26, 2026, and the Alabama State Historic Preservation Office declined to participate in consultation to resolve adverse effects;

WHEREAS, the Corps consulted with the SS United States Preservation Foundation, the New York Coalition to Save the SS United States, and the National Trust for Historic Preservation regarding the effects of the undertaking on historic properties;

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the Corps notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified

documentation, and the ACHP chose *not to* participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii);

WHEREAS, the Corps issued a public notice notifying the general public of the proposed undertaking and of the potential adverse effects to the Vessel;

WHEREAS, the Corps received and assessed proposed alternatives for avoidance of adverse effects submitted by the consulting parties and by the public and, with concurrence of the SHPO, has determined that alternatives to avoid effects are not practicable here;

WHEREAS, in accordance with 36 C.F.R. § 800.6(c), the Corps, SHPO, and the Permittee are entering into this Memorandum of Agreement (MOA) to resolve the adverse effects to the historic property;

WHEREAS, the below stipulations for resolution of adverse effects require actions by the Permittee who remains responsible, as overseen by the Corps, for carrying out the mitigation as detailed further below and therefore, has been asked to sign the MOA as an Invited Signatory; and

NOW, THEREFORE, the Corps and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

STIPULATIONS

The Corps shall ensure that the following stipulations are carried out.

I. DOCUMENTATION

The following pre- and post-deployment documentation of the Vessel will be prepared by the Permittee and provided to the Corps and SHPO. In addition to the stated submittal requirements below, all documentation will be provided by the Permittee to the Florida Division of Historic Resources, Compliance and Review Section.

A. Prior to deployment:

- i. Provide proof of captured laser scan and photogrammetric images, and any other reality capture scans of exterior and various interior spaces necessary to save for posterity. The files will be processed and provided to the Florida Master Site File (FMSF) and the National Park Service Heritage Documentation Program.
- ii. Provide a detailed list of any distinct features/components of the Vessel that were removed while in Mobile, Alabama, as well as the disposition of those components, which include but are not limited to the funnels, radar mast, emergency generators, anchor, propellor, and portholes. This list will serve to document changes to the Vessel in the historical record.

- iii. A report documenting the remote sensing survey of the buffered footprint in which the Vessel will be placed. The survey, at a minimum, will include side scan sonar and SCUBA diver survey.
- iv. The products of the above stipulations above (§ I.A.i.–iii.) must be submitted to the Corps and SHPO for approval prior to deployment. These agencies must respond with any comments on the documentation within 10 days of submittal. If no comments are made or provided to the Permittee, then the documentation is considered acceptable for the purposes of this MOA.

B. Post-deployment:

- i. Develop a 3D photogrammetric model of the Vessel in collaboration with Reef Smart Guides for the purposes of mapping the dive site as well as documenting the initial status of the Vessel post-deployment, and for use in interpretative documentation. This requirement must be completed within 6 months of deployment of the Vessel .
- ii. Prepare a submittal to the National Register of Historic Places (NRHP) for reassessment of the Vessel's NRHP eligibility. The goal will be to submit sufficient documentation for its continued listing on the NRHP. This submittal must be developed by a Secretary of the Interior-qualified historian or architectural historian. The NRHP reassessment document must be provided to the Corps and the SHPO for comment prior to submitting the documentation to the Florida Bureau of Historic Preservation. The Corps and SHPO will have 15 days to provide comments. Following draft updates to the documentation, the permittee will provide the final draft to the Corps and SHPO for concurrence. The Corps and SHPO will have 10 days to provide concurrence or additional comments. Once a final draft is complete, the NRHP reassessment will be submitted via email to nationalregister@dos.fl.gov for review by the Florida Division of Historical Resources, Bureau of Historic Preservation. The permittee will provide all comments to the Corps and SHPO following the Bureau's review. The Corps and SHPO will review any updated documents for additional submittal to the Bureau and will have 10 days to provide these comments to the permittee. The permittee will then complete all necessary steps as stipulated by the Bureau of Historic Preservation for submitting the documentation to the National Park Service. This requirement must occur within 12 months of deployment.
- iii. Perform a two-year collaborative scientific monitoring study with Woods Hole Oceanographic Institute of the Vessel, which will provide important data for the study of shipwreck site dynamics. The study will produce high resolution video of the Vessel and establish a baseline for future, long-term studies to understand heritage resources impacts on environmental and cultural resources in an ocean environment. The collected data and reports will be held at Woods Hole Oceanographic Institute.

- iv. Within 6 months of deployment, provide copies of the processed files required in Section I.A.i. above to the Florida Master Site File (FMSF) and the National Park Service Heritage Documentation Program.

II. PUBLIC INTERPRETATION AND EDUCATION

The Permittee will fund and provide in-kind support for the creation of public education exhibits or displays dedicated to conveying the Vessel's historical and nautical significance. The Permittee will seek coordination with appropriate external entities to implement the terms of this MOA, including but not limited to carrying out additional documentation or interpretive efforts. If such coordination is not practicable or does not result in completion of the required Stipulations, the Permittee shall remain responsible for fulfilling the terms of this MOA in consultation with the Signatories.

- A. The Permittee shall coordinate with the SHPO and provide all necessary materials to apply for the Vessel's inclusion on the State's *Florida Panhandle Shipwreck Trail*. This requirement must be initiated within 6 months of deployment. Completion of the effort must be within 18 months of deployment.
- B. The Permittee shall provide funding (a minimum of \$800,000.00) for the preservation of salvaged artifacts, the fulfillment of the measures below (excluding Section 2.B.vi.), and/or for the creation of a land-based museum(s), interpretive displays, or other exhibits. Accounting of this funding shall be provided in the bi-annual reports required in Section 2.B.vi of this MOA.
 - i. Within 6 months of deployment, the Permittee agrees to establish exhibits at its two welcome/visitor centers. The exhibits will consist of SSUS display items such as a ship replica, pictures, video, ship artifacts, and informational handouts on the history of the Vessel.
 - ii. Within 12 months of deployment, the Permittee agrees to create a printed and online informational brochure honoring the history of the Vessel and its legacy. At a minimum, such brochures shall be made available to the public at the exhibits referenced in Section 2.B.i. above.
 - iii. The Permittee agrees to create an interpretive display at the reefing celebration ceremony for those attending, plus a celebration program that includes testimonials and video related to the Vessel's history. This stipulation shall follow the review and comment timeline in Section I.A.iv. above.
 - iv. Within 12 months of deployment, the Permittee will create a flexible SSUS traveling exhibit that encourages visitors to dive the Vessel and celebrates its history that can be used for booth display at tourism conferences, festivals, and other special events. A listing of each event where the exhibit is displayed shall be included in the bi-annual summary report referenced in section V.I. of this MOA.

- v. Within 24 months of deployment, the Permittee agrees to create a professionally developed, in-depth, online web-based public education website detailing the history, specifications/information, pictures and videos, and testimonials of SSUS workers and passengers. The outlined plans for the website, as well as the final draft version, will require approval by the Signatories (i.e. the SHPO and the Corps) prior to finalization and implementation. The Permittee must provide the outline plan for review prior to actual website development. This detailed website requirement may be rescinded if a land-based museum is created or delayed if the land-based museum is in progress. If rescinded, the Signatories will follow Stipulation VIII to amend the MOA accordingly.
- vi. Within 18 months of deployment, the Permittee agrees to undertake a \$500,000.00, multi-year marketing campaign, both, to promote the Vessel for tourism purposes, while also promoting its history and driving people to the online historical brochure, videos, and other information on the Vessel. This requirement shall be separate and apart from the \$800,000.00 described in Section II.B. above.

III. REVIEW PROCEDURES

For all documents and deliverables produced in fulfillment of this MOA, the Permittee will provide a draft to the Signatories for review prior to implementation and/or fabrication. Unless another timeframe is specifically listed with the stipulation, any comments submitted within 30 calendar days from the date of distribution will be considered in any necessary revisions of the deliverable. Administratively, the Corps will note any comments received and document how those comments were considered or addressed. Concurrence from the Signatories on the final draft of deliverables is required prior to implementation and/or fabrication and shall extend to no more than 60 days from the submittal of the initial draft.

IV. DURATION

This MOA will expire if its terms are met within five (5) years from the date of its execution. If the requirements of Sections I and II above are not fully met, the initial term may be extended for up to an additional five (5) years, upon written approval of the Signatories. If the requirements of Sections I and II above are not met, and there is no agreement to extend the MOA, the Corps may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below and in accordance with the conditions of the Permittee's Department of Army Permit.

V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties are identified during the course of the undertaking, the Signatories shall consult in accordance with 36 C.F.R. § 800.13. In such instances, the terms of this MOA will be reconsidered and may be amended in accordance with Stipulation below.

VI. MONITORING AND REPORTING

Every 6 months following the execution of this MOA until it expires or is terminated, the Permittee shall provide the Signatories with a summary report 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 the Permittee's efforts to carry out the terms of this MOA. Failure to provide such summary report may be considered noncompliance with the terms of this MOA.

VII. DISPUTE RESOLUTION

Should any Signatory or Invited Signatory (i.e. Okaloosa County) to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such Signatory to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

- A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The Corps shall request the ACHP provide the Corps 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 Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and all Signatories (i.e. SHPO, the Corps, and Okaloosa County) and provide them with a copy of this written response. The Corps will then proceed according to its final decision within 60 days.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time-period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from all Signatories to the MOA and provide them and the ACHP with a copy of such written response.
- C. The Corps' responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VIII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

IX. TERMINATION

If any Signatory or Invited Signatory to this MOA determines that the MOA's terms will not or cannot be carried out, that party shall immediately consult with all other Signatories to attempt to

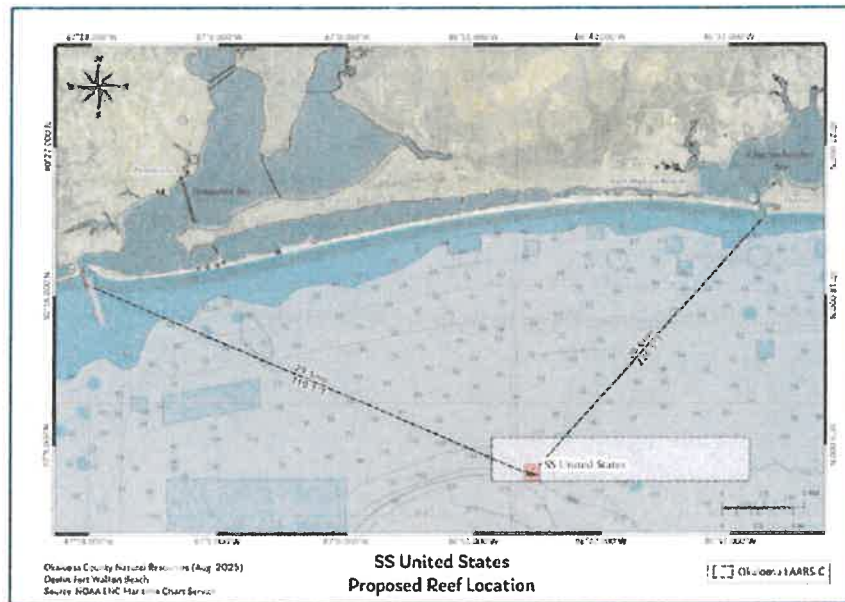
develop an amendment per Stipulation VIII, above. If, within thirty (30) days (or another time period agreed to by all Signatories), an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Corps must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The Corps shall notify all Signatories as to the course of action it will pursue.

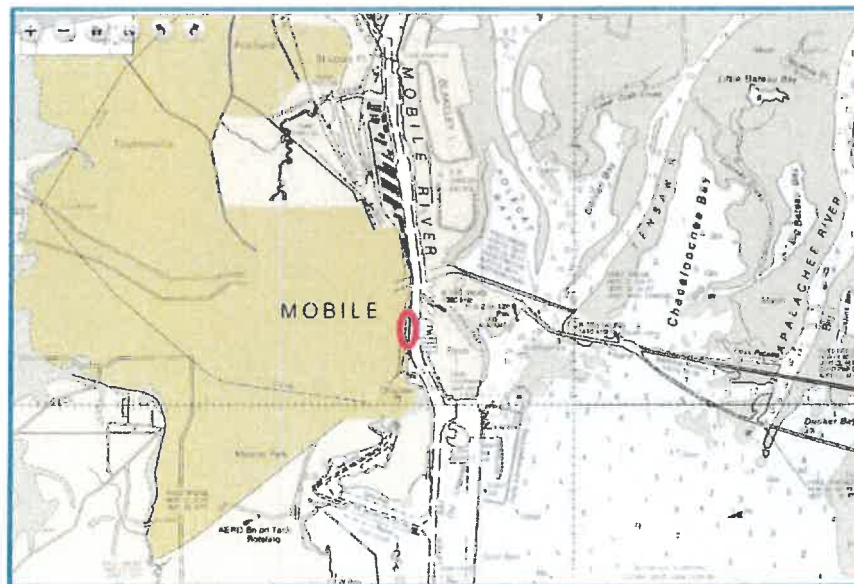
Execution of this MOA by the Corps and SHPO and implementation of its terms evidence that the Corps has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

*****Signature Page to Follow*****

Attachment A
Location Maps and Address for SS *United States*
(Gulf of America Reefing Location in LAARS C and Mobile Alabama Shipyard)



Proposed location in LAARS C for sinking of the SS *United States* off the coast of Destin, FL.



Location of SS *United States* during preparation activities for artificial reef sinking, Mobile, AL.

SIGNATORIES:

U.S. ARMY CORPS OF ENGINEERS

Shawn H. Zinszer Date: 7/16/26
Shawn H. Zinszer
Chief, Regulatory Division, Jacksonville District, USACE

FLORIDA STATE HISTORIC PRESERVATION OFFICER

Alissa Slade Date: 7/16/26
Alissa Slade Lotane
Florida State Historic Preservation Officer

INVITED SIGNATORIES:

OKALOOSA COUNTY

Robert A. "Trey" Goodwin, III Date: July 14, 2026
Robert A. "Trey" Goodwin, III
Chairman, Okaloosa Board of County Commissioners

