

COOPERATIVE AGREEMENT
between the
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF FORESTRY

This AGREEMENT is made and entered into the 1st day of October 1983, by and between the United States of America, acting through the Fish and Wildlife Service, (hereinafter referred to as the Service) and the State of Florida, acting through the Department of Agriculture and Consumer Services, Division of Forestry (hereinafter referred to as the Division):

W I T N E S S E T H

WHEREAS, the Service is desirous of forest fire detection, suppression, and presuppression services on wildlife refuge lands on the following National Wildlife Refuges (map attached):

St. Vincent Refuge	12,358 Acres
St. Marks Refuge	35,259 Acres
Okefenokee Refuge	3,678 Acres
Welaka Fish Hatchery	200 Acres
Lower Suwannee Refuge	12,850 Acres
Lake Woodruff Refuge	1,000 Acres
Chassahowitzka Refuge	2,700 Acres
*Merritt Island Refuge	73,000 Acres
St. Johns Refuge	6,100 Acres
Hobe Sound Refuge	965 Acres
**Loxahatchee Refuge	145,635 Acres
Key Deer Refuge	<u>907 Acres</u>
	294,652 Acres
* **	<u>-216,000 Acres</u>
	78,652 Acres

*State Detection Coverage currently does not include Merritt Island.

**Approximately 143,000 acres of Loxahatchee Refuge is state owned and the Division is mandated to furnish detection and suppression needs on those lands.

WHEREAS, pursuant to Section 590.021 of the General Statutes of Florida, the Division has the duty to provide for the prevention, detection, and control of forest fires in the State of Florida.

WHEREAS, the Division maintains fire detection, prevention, presuppression, and suppression forces in the areas wherein the refuges are situated.

WHEREAS, the Service and the Division are desirous of providing mutual assistance in fire detection, prevention, presuppression, and suppression services on refuge lands and it is the purpose of this Agreement to delineate responsibilities and procedures to ensure effective cooperation in providing such services.

WHEREAS, the Act of September 10, 1982, Public Law 97257, 96 Stat. 837, authorizes the Service to enter into agreements with the State for fire services.

WHEREAS, this Agreement supercedes and takes the place of any agreements regarding fire detection and suppression on the National Wildlife Refuges in Florida heretofore entered into by the Service and the Division.

NOW THEREFORE, the Service and the Division agree as follows:

The Division Agrees:

1. To provide presuppression, detection, and suppression services consistent with those provided on state and private lands in Florida.
2. As time and personnel are available, to plow presuppression fire lines and do other presuppression work on hazard areas and prescribed burning areas as requested by the refuge manager.
3. To provide prescribed burning assistance on designated refuge lands according to the Division's standard prescribed burning policy at the request of the refuge manager.

The Service Agrees:

1. To comply with all applicable forest fire and smoke management laws to the extent these laws are not in conflict with Service laws, regulations, and policies regarding management of refuge lands.
2. If the Division is unable to control the fire in the first burning period (by 10 a.m. the following day), the Service may call in additional men and/or equipment and assume responsibility for the fire.
3. To assist in suppression on refuge fires as needed.
4. To reimburse the Division \$2,359.56 annually for detection services on 78,652 acres at \$0.03 per acre.
5. To reimburse the Division for all fire management costs incurred by the Division upon refuge lands as follows:

(a) Reimbursable - Equipment

The rate for equipment will be determined from its current schedule as attached. Use of equipment not covered by established rates will be at rates mutually agreed upon.

(b) Reimbursable - Personnel

The hourly rate for personnel shall be as established by the Division for work time from the time of departure until return to official station, including overtime, if and when overtime is earned under the laws or rules governing the employees of the Division. It is not intended that salary, overtime, travel or subsistence costs shall be reimbursable for personnel classified as administrative unless specifically agreed upon in writing prior to any particular fire, or operation, and considered as being part of the direct costs. For the purpose of this Agreement, "Administrative Personnel" means all Division personnel above the level of the District Forester directly in charge of the firefighting unit involved.

(c) Method of Reimbursement

Payment for reimbursable costs may be made on a per fire or project basis. The Division will, within 30 days, furnish the refuge manager with an itemized statement of expenses incurred on each fire management activity. Reimbursements will be made payable to Florida Division of Forestry and mailed to:

Florida Division of Forestry
3125 Conner Boulevard
Tallahassee, Florida 32301

It is Mutually Agreed:

1. That Merritt Island is unique and covered in Addendum 1.
2. That St. Vincent is unique and covered in Addendum 2.

It is hereby understood by the parties hereto that in the performance of this Agreement employees or agents of the Division are not considered employees of the Service.

It is hereby understood and agreed by the parties hereto that the Service shall not be bound to make any expenditures under the terms of the Agreement, except as funds are appropriated by the Congress of the United States.

The Service and the Division waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring in consequence of activities pursuant to this agreement.

No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

During the performance of this Agreement, the parties hereto agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties hereto will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

This Agreement constitutes the full, complete, and entire Agreement between the parties hereto. No modification or amendment of this agreement shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this Agreement, and incorporated in, and by reference made a part of this Agreement.

This Agreement shall become effective on October 1, 1983, and shall continue in effect until September 30, 1984, and shall be considered as automatically extended for one (1) year each year, beginning October 1, 1984, or until terminated. This Agreement will be reviewed annually in August to discuss operational procedures and/or problems and may be terminated by either party upon thirty (30) days written notice of such termination to the other party.

ADDENDUM 2

St. Vincent National Wildlife Refuge

The Division will provide equipment and/or firefighters, if available, to assist in the Fire Management Program on the refuge upon request for presuppression, suppression, and prescribe burning activities providing the Fish and Wildlife Service can transport firefighters and equipment from the mainland to St. Vincent Island. These firefighters will work under the supervision of the Fish and Wildlife Service during prescribed fire operations and Division personnel during wildfire suppression. All costs to the Division will be reimbursed.

IN WITNESS THEREOF, the Service and the Department have made and entered into this Agreement on the date hereinabove first written.

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
DIVISION OF FORESTRY

1/4/84
Date

Doyle Comer
Commissioner of Agriculture

UNITED STATES DEPARTMENT OF THE
INTERIOR
FISH AND WILDLIFE SERVICE

December 2, 1983
Date

James W. Pulliam, Jr.
Regional Director
(James W. Pulliam, Jr.)

Approved as to form and legality

By:

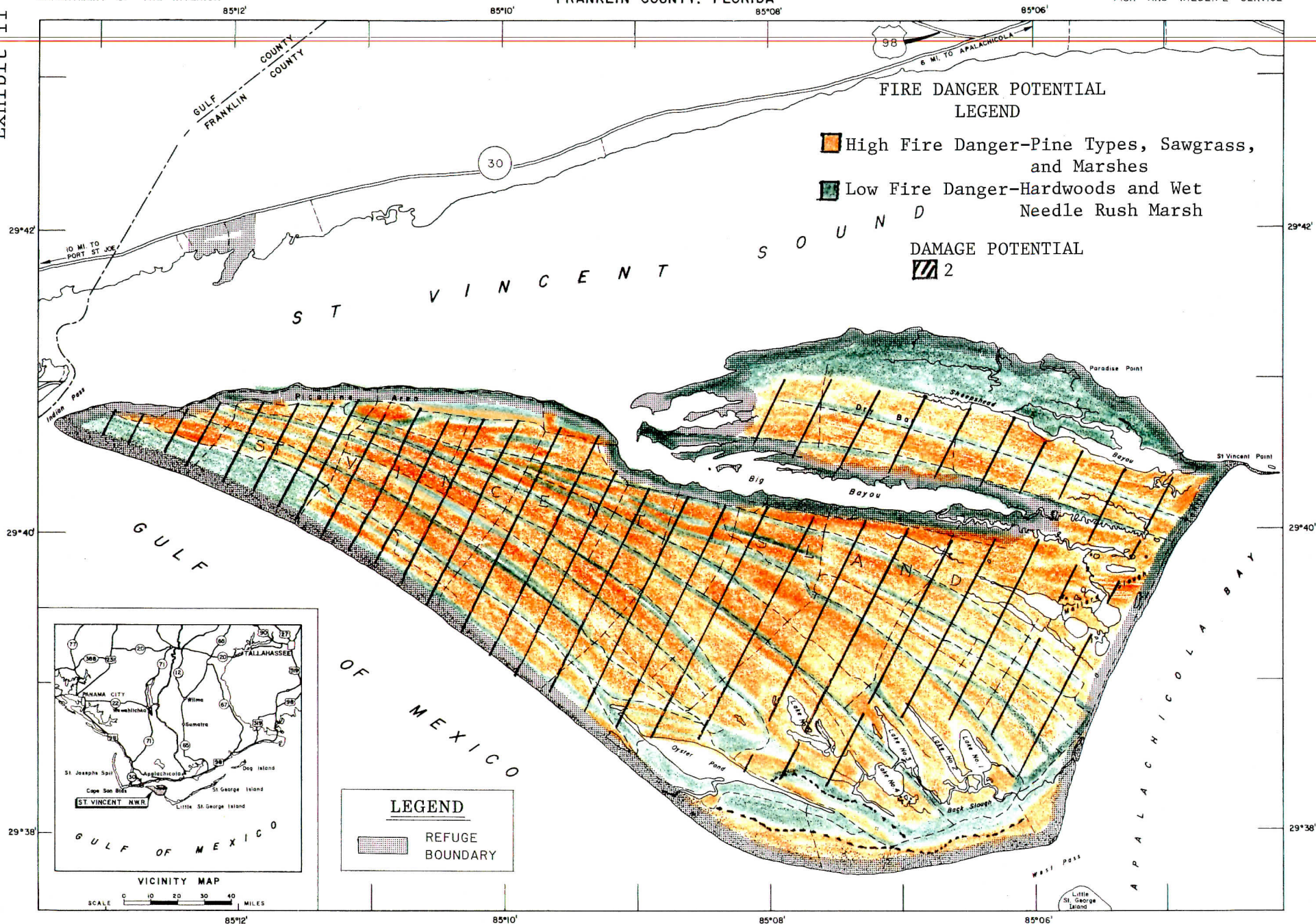
Leslie McLeod
Resident Attorney

ST. VINCENT NATIONAL WILDLIFE REFUGE

UNITED STATES
DEPARTMENT OF THE INTERIOR

FRANKLIN COUNTY, FLORIDA

UNITED STATES
FISH AND WILDLIFE SERVICE



COMPILED IN THE DIVISION OF REALTY
FROM SURVEYS BY U.S.G.S. AND
AERIAL PHOTOGRAPHS

ATLANTA, GEORGIA MARCH, 1967

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DECLINATION
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