2012
TRI-AGENCY AGREEMENT
AND
DISPATCH PLAN

OSCEOLA NATIONAL FOREST

CUMBERLAND ISLAND NATIONAL SEASHORE

OKEFENOKEE NATIONAL WILDLIFE REFUGE

TIMUCUAN ECOLOGICAL AND HISTORIC PRESERVE

INTERAGENCY AGREEMENT

AMONG

UNITED STATES DEPARTMENT OF THE INTERIOR
UNITED STATES FISH AND WILDLIFE SERVICE
OKEFENOKEE NATIONAL WILDLIFE REFUGE

AND

UNITED STATES DEPARTMENT OF THE AGRICULTURE
UNITED STATES FOREST SERVICE
OSCEOLA NATIONAL FOREST

AND

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
CUMBERLAND ISLAND NATIONAL SEASHORE
and
TIMUCUAN ECOLOGICAL AND HISTORIC PRESERVE

Agreement No.

Article I. Background and Objectives

A. Purpose

1. The purpose of this Interagency Agreement is to provide mutual assistance in the form of personnel, services and equipment required for wildland fire management, which includes prevention, suppression, fire use and prescribed burning, resource management, cultural resource effects documentation, law enforcement and the protection of life and property due to natural disasters on lands administered by Cumberland Island National Seashore (hereinafter Seashore),Timucuan Ecological and Historic Preserve (hereinafter Preserve),Okefenokee National Wildlife Refuge (hereinafter Refuge)and the Osceola National Forest (hereinafter Forest).

B. Authority

WHEREAS, 42 U.S.C. 1856 and 16 U.S.C. 1b(1) provide authority for the National Park Service to enter into reciprocal agreements and to render emergency fire fighting and cooperative assistance to nearby agencies to extinguish fires and preserve life and property, and

WHEREAS, 16 U.S.C. 742 A-J:70 STAT 1119 authorizes the U.S. Fish & Wildlife Service to develop and enter into mutual agreements, and

WHEREAS, 31 U.S.C. 1535; the Memorandum of Agreement (M.O.A.) signed by the Secretaries of Agriculture and Interior, dated February 27, 1990; and the M.O.A. signed by the U.S. Forest Service and the U.S. Fish and Wildlife Service dated March 9, 1992, authorizes the U.S. Forest Service to enter into agreements now therefore,

Article II. Statements of Work

A. The Seashore and Preserve Superintendents agree to:

Upon request, furnish resources for assistance within the areas outlined in Article I of this document in the Refuge

and Forest to the extent funds and personnel permit. During periods of high fire risk, provide a listing of resources available for suppression of wildfires within the Refuge and Forest.

B. The Refuge Manager agrees to:

Upon request, furnish resources for assistance within the areas outlined in Article I of this document in the Forest, Seashore, and Preserve to the extent funds and personnel permit. During periods of high fire risk, provide a listing of resources available for suppression of wildfires within the Forest, Seashore and Preserve.

C. The District Ranger agrees to:

Upon request, furnish resources for assistance within the areas outlined in Article I of this document in the Refuge, Seashore and Preserve to the extent funds and personnel permit. During periods of high fire risk, provide a listing of resources available for suppression of wildfires within the Refuge, Seashore, and Preserve.

Article III The Seashore and Preserve Superintendents, Refuge Manager, and District Ranger mutually agree that:

A. General Items:

1. Each unit will participate by maintaining current plans for Incident and Fire Management within limitations of their responsibility and authority.

2. The units shall develop, to the extent possible, compatible radio communications systems for the purpose of joint participation on incidents. Each unit agrees to allow the other use of those frequencies identified for communication of fire activity. Each unit agrees to abide by radio procedures established by the other during such communication, utilizing clear text. Each agency shall maintain its own radio system.

3. Each and every provision of this Agreement is subject to the laws of the United States and to the delegated authority in each instance.

4. Arrangements for determining reimbursement for expenses of the responding unit shall be agreed to in advance on a case-by-case basis. Reimbursements, where applicable, will be pursuant to the Economy Act, 31 USC 1535.

5. Nothing contained in this Interagency Agreement shall be construed as obligating any party hereto to the expenditure of funds or for the future payment of money in excess of appropriations authorized by law. 6. Each party hereby waives all claims against every other party for compensation due to any loss, damage, personal injury, or death occurring as a consequence of performance of this Agreement. (42 USC 1856a)

7. Nothing contained herein shall be construed as limiting in any way the responsibilities and authorities as defined by law assigned to National Park Service, the Fish and Wildlife Service, and U.S. Forest Service in connection with the administration and protection of the natural resources under their respective administrations.

B. Specific Items:

Wildland Fire Management:

1. The rendering of emergency assistance in extinguishing wildfires and in preserving life and property from fires will be subject to the conditions in appendix A.

2. The point of contact for ordering resources will follow the contact list in the Tri-Agency Agreement/Dispatch Plan which will be updated at least annually, prior to fire season.

3. As a general rule, each agency will take charge of fire management operations in its area, and will coordinate and direct the actions of the assisting agencies' forces. The Incident Commander will be the officer of the agency in whose area the incident occurs, unless the circumstances (fire qualifications, personnel shortages) require some other arrangement which is mutually agreed upon.

4. Assistance rendered herein is generally limited to the first 24 hour period, but resources furnished by one agency to the other will be released as soon as possible. No resources will be withdrawn from an incident until released by the Incident Commander.

5. If any incident calls for the dispatching of resources beyond the limits previously referred to, special arrangements may be made between the agencies at the time of the incident.

6. Any requests for additional resources will be made from the Florida Interagency Coordination Center for the Refuge, Forest, and Preserve and the GA Interagency Coordination Center for the Seashore.

7. Fire operation standards employed by each agency will be consistent with the policy of the agency on which the fire occurs. Refer to appendix B.

8. Radio frequencies are for the expressed purpose of conducting government business. Each agency will control and assign frequencies to cooperators for use on projects and incidents.

Prescribed Fire:

The participating agencies will assist each other, to the extent possible, in conducting prescribed fire operations. The purpose is to provide the most cost effective, efficient, and safe use of resources. Recognizing that agency resources may not be readily available to capitalize on narrow prescription windows due to time and travel constraints, such assistance could include, but is not limited to, the use of propositioned equipment or the transfer of technology by unit specialists.

Investigative Support and Law Enforcement Assistance:

1. Request for this type of assistance will be made by the manager of the requesting unit to the manager of the responding unit e.g., District Ranger to Refuge Manager.

2. Whenever a request is made, the officer so designated shall have the law enforcement authority of the agency charged with administering the lands for which the designation is made e.g., Forest Service authority on the Refuge and Fish and Wildlife authority on the National Forest.

3. The initial request may be oral. This type of request will be followed by a written request.

4. Law enforcement activities will be consistent with the policy of the agency on which the activity occurs. Refer to appendix C.

Rendering of emergency law enforcement is also subject to conditions in appendix A.

Resource Management and Culture Resource Documentation:

The participating units will assist each other, to the extent possible, in conducting resource activities. The purpose is to provide the most cost effective, efficient, and safe use of resources. Recognizing that agency resources may not be readily available to capitalize on narrow work schedules and travel constraints, such assistance could include, but is not limited to; GIS information, impacts to cultural sites, meeting unique transportation deficiencies, computer software information, supplies and equipment.

Training:

1. Each unit will be invited, insofar as possible, to attend fire management meetings and all pertinent training sessions conducted by other parties to this Agreement, and to share facilities, supplies, and instructor cadre resources for the mutual benefit of such joint participation.

2. Participating units shall assist each other, to the extent possible, during fire suppression and prescribed fire activities in task book completion and maintaining the currency of NWCG certifications.

Article IV. Term of Agreement

1. This Agreement will remain in effect until terminated by any or all parties, commencing on the date of the final signature to the Agreement.

2. The parties will jointly review this agreement annually by March 31. At that time, all policies, conditions, standards, criteria, and list of contacts will be reviewed and updated if necessary. The Agreement may be amended at any time by the written, mutual consent of all parties. The approved amendment will immediately become a part of this Agreement.

Article V. Key Officials

Fred Boyles, Superintendent
Cumberland Island National Seashore
101 Wheeler Street
St. Marys, GA 31558

Curtis McCasland, Refuge Manager
Okefenokee National Wildlife Refuge
2700 Suwannee Canal Rd
Folkston, GA 31537

Ivan Green, District Ranger
Osceola Ranger District
24874 US Hwy 90
Sanderson, FL 32087

Barbara Goodman, Superintendent
Timucuan Ecological and Historic Preserve
13165 Mt. Pleasant Rd
Jacksonville, Fl. 32225

Article X. Termination

This Agreement may be terminated by any party by providing written notice to the other parties sixty (60) days in advance of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this Interagency Agreement as of the date last signed below:

3/15/2012 _____ Refuge Manager

Okefenokee National Wildlife Refuge

3/15/2012 _____ District Ranger

Osceola National Forest

15 March 2012 _____ Superintendent

Cumberland Island National Seashore

3/15/2012 _____ Superintendent

Timucuan Ecological and Historic Preserve

APPENDIX A

CRITERIA FOR RENDERING EMERGENCY ASSISTANCE

A. The rendering of emergency assistance in extinguishing wildfires and in preserving life and property from fires will be subject to the following conditions.

1. Assistance will be limited to that which can be provided without jeopardizing the protection of the assisting unit's property, and that such assistance is determined by the authorizing official to be in the best interest of the assisting unit.

2. Assistance will be limited to the use of those facilities and equipment locally available and to those persons employed by the assisting unit at the time of the emergency. There is no authority for the hiring of additional personnel or for making procurements of services or materials for the purpose of fighting fire not endangering the assisting unit's property or human lives.

B. Law enforcement activities will be subject to the following conditions.

1. Any Law Enforcement Officers/Agents of a signatory party may respond to an emergency request for assistance from another signatory party, whether or not a written local agreement has been established, and shall have the law enforcement authority of the requesting unit until the incident is over or the individual is relieved of the authority, unless continued assistance is required under the Investigative Support section of the Agreement.

2. Emergency requests may be made officer to officer, in person, by radio, telephone, or through incident command systems.

3. Requests should be communicated to first line supervisors as soon as possible. Generally, the term "emergency" will mean an immediate threat to persons or resources.

APPENDIX B

SUPPRESSION STANDARDS AND FIRE MANAGEMENT POLICIES

Cumberland Island National Seashore:

1. All fires not specifically addressed in the station Fire Management Plan will be classified as "Wildfires" and will be suppressed.

2. Suppression methods used on the Seashore shall be those that will cause the least amount of resource damage, commensurate with effective control. No plows, tracked vehicles, or retardants to be used without consent of the Superintendent of the Seashore. (Reference NPS-18 Wildland Fire Management Guidelines, Sec. III, Chapter 8, Minimum Impact Suppression).

Okefenokee National Wildlife Refuge:

Note - Most of the Okefenokee Swamp is a congressionally designated national wilderness area and fire suppression guidelines that follow reflect the Service's policies for wilderness stewardship.

1. Fires on Interior Islands - Fires on interior islands will be managed to protect the resources on the island. A surveillance mode of suppression may be taken if resources are not likely to be damaged. In some cases, the safest and most practical suppression action will be to burn out the remainder of the island during favorable conditions. Interior islands of the Okefenokee Swamp should receive periodic prescribed fire to reduce fuels, thereby reducing resource damage during wildfires.

2. Burning Snags Within the Swamp Interior - Each lightning ignited snag will be evaluated independently. Fuels around the snag will be evaluated to determine if fire may spread from the snag. Direct attack with water drops or only surveillance action may be appropriate.

3. Fires in Scrub Shrub - Historically, suppression action by aircraft has been costly and not effective in controlling wildfires in scrub-shrub. Therefore, only minimum suppression action will be employed to control fire. Use direct attack with water drops only if fire is

small (0.1 acre or less) and there is a high chance of success. If natural barriers are present, use surveillance action and allow fire to burn out. If direct attack is not feasible and natural barriers do not exist, prepare to stop fire at Swamps Edge Break. Prepare adjacent uplands in areas where fire is likely to break out of swamp. Because of difficulty of access, inadequate escape routes, erratic and intense fire behavior and extreme risk to firefighter safety, personnel will not normally be deployed in the swamp to fight fire.

4. Mop-up of Swamp Interior Fires - Monitor fire until hot spots are reduced to a manageable number (historically, around 10 in number). Attack hot spots with water or people only if success is likely.

5. Protection of Boardwalk and Tower - When funds are available, a permanent sprinkler system will be developed to protect the boardwalk.

Osceola Ranger District, National Forest in Florida:

1. General Forest Area.

Suppression strategies appropriate to meet management objectives range from direct control, minimizing acreage burned, to more indirect methods of containment and confinement. Fire control lines may consist of roads or natural barriers (such as wetlands), foam or water, disked or plowed firelines. Since plowed lines are themselves damaging the Forest Service tries to minimize their use. National direction states that fires should be suppressed at the least cost and resource loss, consistent with management objectives.

ATV use for off road, hauling, and burning has been discontinued on NFS lands in the National Forests in Florida.

2. Big Gum Swamp Wilderness (13,660 acres):

Management emphasis is to preserve or enhance the wilderness resource for the protection and perpetuation of essentially natural biophysical conditions with minimal evidence of human presence. Fire Suppression strategies

include confinement, containment, or control. The Regional Forester must approve the use of a Tractor/Plow in the wilderness. The Forest Supervisor has been delegated the authority to approve engines, chainsaws and helicopters in the wilderness. The District Ranger has been delegated the authority within the first 12 hours of a fire in the wilderness to approve those items delegated to the Forest Supervisor. After 12 hours, the authority reverts back to the Forest Supervisor. Use minimal impact suppression techniques on all wildfires when possible.

3. National Area Wilderness Study Area (4,000 acres):

Management emphasis is to protect the wilderness resource characteristic until such time a determination is made on the desired future condition of the area. Fire Suppression strategies include confinement, containment or control. The Regional Forester must approve the use of Tractor/Plows. Engines may be used for suppression and vehicles may be used to transport people into the wilderness study area as long as they stay on existing roads. Any vehicle traffic off existing roads must be approved by the District Ranger. Use minimal impact suppression techniques on all wildfires when possible.

4. Osceola Research Natural Area (400 acres):

Management emphasis is to provide opportunity for research in a natural setting. Fire Suppression regulations and tactics are the same as the wilderness study area.

Timucuan Ecological and Historic Preserve:

All fires not specifically addressed in the station Fire Management Plan will be classified as "Wildfires" and will be suppressed.

APPENDIX C

LAW ENFORCEMENT STANDARDS AND POLICIES

1. In all cases, it shall be the requesting unit's responsibility to supervise the exercise of authority by the Officers/Agents of the responding unit. It shall also be the requesting unit's responsibility to ensure that the Officers/Agents of the responding units adhere to the requesting unit's authority and standards and are familiar with how that authority is to be exercised.

2. No investigation, surveillance, covert activity or other law enforcement operations will be conducted independently by one unit on the lands administered by another unit, without the concurrence of the senior law enforcement officer and the manager of the land in question.

3. Each unit may support another in conducting criminal, civil, and administrative actions as requested. The investigations will be conducted under appropriate laws or the regulations as provided for in the blanket interagency agreement.

4. Signatory units may share communications equipment, frequencies and other law enforcement equipment if such sharing is mutually determined to be necessary to effect efficient law enforcement operations and to ensure officer safety.

5. In those areas where the boundaries of the Refuge and the National Forest are contiguous or are near each other, the signatory unit's law enforcement officers shall have full authority either on the Refuge or on the Forest to take initial action on violations or render assistance on incidents when such actions are in the best interest of the public and/or the government. All officers will report any violations occurring, or law enforcement actions to the unit charged with administering those lands.