

*FWS Agreement No. 401813K006*

NPS Agreement No.  
H5023-02- 0515

Memorandum of Understanding  
Between the  
United States Department of Interior  
(National Park Service, Southeast Region and the  
U.S. Fish & Wildlife Service, Southeast Region)  
and the  
Florida Department of Agriculture and Consumer Services  
(Division of Forestry)

**ARTICLE I – BACKGROUND AND OBJECTIVES**

This Memorandum of Understanding is hereby entered into this October 30, 2002 by and between the **Florida Division of Forestry**, a state agency (the STATE), and the **National Park Service and U.S. Fish and Wildlife Service**, agencies of the U.S. Department of the Interior (DOI), (the SERVICE), covering a reciprocal fire protection agreement.

The SERVICE is mandated to protect and perpetuate natural and cultural resources found within national parks and wildlife refuges, and is responsible for conducting fire management activities in federal parks and wildlife refuges in Florida which are adjacent to areas protected by the STATE; and

The STATE is responsible for conducting fire management activities on state owned and privately owned lands in Florida which are adjacent to and interspersed with National Park and National Wildlife Refuge lands; and

It is to the mutual advantage of both the STATE and the SERVICE to coordinate their efforts in the prevention, detection, suppression, and investigation of wildfires in and adjacent to their areas of responsibility.

Each agency shall render mutual assistance in law enforcement activities and the gathering of evidence and in actual court prosecutions to the fullest extent allowable by law and policy.

## **ARTICLE II –AUTHORITY**

This agreement is entered into under the authority of 42 USC § 1856a (1994) and Florida Statue, Title XXXV, Chapter 589.04 and 590.02.

## **ARTICLE III –STATEMENT OF WORK**

The SERVICE and the STATE agree to:

### **A. General Operations**

1. Working in close consultation with one another, the corresponding field units may conduct fire management activities and preliminary fire-related investigations on the lands located within each other's jurisdictions, all in accordance with the provisions of this Memorandum of Understanding (MOU) and their respective annual operating plans. The plans will be drafted upon execution of this MOU and will be revised or modified as necessary on an annual basis. The prescribed content and format for the plans are set forth in the Attachment "A", the Annual Operating Plan.
2. Each corresponding field unit, upon the request of the other field unit, will dispatch fire fighting equipment and personnel to assist in the emergency suppression of fires in areas for which the requesting field unit is responsible, provided that in the judgement of the sending field unit, the fire danger and risk on lands for which it is responsible are such that the said equipment and personnel may safely be released.
3. Each corresponding field unit, to the best of its knowledge and ability, when suppressing fires for the receiving field unit will adhere to the suppression and mop-up standards of the receiving field unit insofar as resources are available. The fire management strategy to be used within the lands under the jurisdiction of the each field units will be addressed in the annual operating plans or specific Incident Action Plans. If adequate resources are not available to meet such standards, the field unit providing assistance shall notify the field unit requesting assistance at the earliest possible time.
4. Each corresponding field unit will aggressively investigate and report on wild fires under its jurisdiction. Coordination activities will be outlined in the annual operating plan.

5. Each corresponding field unit will keep the other field unit informed of major changes within its own unit with respect to facilities, personnel, equipment, services, and supplies that affect day to day operations.
6. Fire prevention and education programs will be coordinated to achieve the fire prevention objective outlined in the annual operating plans, without duplication of effort.
7. Field units will ensure that coordinated dispatching of resources will be initiated as rapidly as can be provided.
8. For purposes of making employment compensation claims, personnel dispatched by either corresponding field units for the benefit of the other field unit will be considered as employees of their own government agency. The STATE and the SERVICE will instruct their employees to act under the direction of the receiving field unit when so dispatched. When personnel of a sending unit is working for the benefit of a receiving unit, the receiving unit shall provide or arrange for immediate medical treatment of any injuries which may be incurred at the scene of the fire.
9. Each corresponding field unit will be responsible for the training of its respective fire management personnel and will invite representatives at all levels of the other field unit to attend and participate in training sessions and meetings.
10. Each agency shall provide authorization and identify radio frequencies for cooperative fire management use. Space and or facilities for electronic equipment, radios, and antennas shall be set forth in the annual operating plan. Applicable federal and state laws and regulations will govern use of radio communications.
11. Either corresponding field unit in accordance with its applicable rules and regulations may restrict activity or close areas to the public. However, before such action is taken, the corresponding field units will determine the severity of the situation. Every reasonable effort will be made to insure uniform and simultaneous action by both corresponding field units.
12. Fuel management and prescribed fire activities will be coordinated in order to provide training opportunities and to increase experience and qualifications. Either agency may provide personnel to assist the other on a non-reimbursable basis for fuel management and prescribe fire activities. Local managers may include language in the Annual Operating Plan to further clarify the roles and expectations of fuel management and prescribe fire cooperation. Assistance may also be provided on a

reimbursable basis when both parties agree to this beforehand. Actual cost for personnel and prevailing rates for equipment as described in the Annual Operating Plan may be used or the parties will mutually agree upon the reimbursement rate prior to the activities being conducted.

13. Wildfires resulting from escaped prescribed fires ignited by or at the direction or under the supervision of one of the parties to this agreement shall be the financial responsibility of that party. All suppression costs shall be borne by the responsible party. A party may take appropriate suppression action when lands under its protection jurisdiction are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible party. A party may take appropriate suppression action, at the request of the responsible party, when lands under its protection jurisdiction are not involved in or threatened by the fire. The responsible party shall reimburse the other party for all suppression costs incurred in accordance with this claim.

B. Operations within Mutual Threat Zones

For those Service lands where a mutual threat zone is applicable, the SERVICE and STATE agree to define mutual threat zone as a geographical area between two or more jurisdictions onto which representatives from these jurisdictions would respond on initial attack. Due to complexities of boundary locations and maintaining detailed maps on these mutual threat zones, both agencies agree to define the mutual threat zones in the respective Annual Operating Plans.

1. Mutual aid, which is any form of free direct assistance from one fire agency in support of another during an emergency, based upon a pre-arrangement between the agencies involved is detailed in the Annual Operating Plan. Initial attack and extended attack responsibilities of each agency within and outside the mutual threat zone are included in the Annual Operating Plan.
2. SERVICE personnel acting as authorized agents of the STATE, or anyone acting at the direction of the STATE, shall have the same rights the STATE has, pursuant to Florida Statue 590.02 (3) at any or all times upon state or privately owned lands for the purpose of taking fire suppression actions.

C. The parties further agree as follows:

1. Each party to this agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

## **ARTICLE IV –TERM OF AGREEMENT**

This MOU shall be effective on the date herein above first written and shall terminate five (5) years from that date. The term of this Memorandum of Understanding may be extended for an additional five (5) years if warranted and agreed to in writing by both parties.

## **ARTICLE V –KEY OFFICIALS**

### **National Park Service**

Ken Garvin  
Southeast Regional Fire Management Officer  
National Park Service  
Atlanta Federal Center  
1924 Bldg., 100 Alabama St., S.W.  
Atlanta, GA 30303  
404-562-3108 ext. 653

### **U.S. Fish and Wildlife Service**

Roger Boykin  
Southeast Regional Fire Coordinator  
U.S. Fish and Wildlife Service  
1875 Century Boulevard  
Atlanta, GA 30345  
404-679-7191

### **State of Florida**

Jim Karels  
Chief, Forest Protection Bureau  
Florida Division of Forestry  
3125 Conner Boulevard  
Tallahassee, FL 32399-1650  
850-488-6106

## **ARTICLE VI –PRIOR APPROVAL**

Not applicable.

## **ARTICLE VII –REPORTS AND/OR OTHER DELIVERABLES**

### **A. Reports**

1. Each corresponding field unit will furnish to the other field unit, or make available upon request, any maps, documents, instructions, records and reports, including fire reports and law enforcement reports, which either field unit considers necessary in connection with this Agreement. Provision of such information shall be subject to the rules and regulations of the federal government, the State of Florida, and the DOI.
2. For statistical purposes each corresponding field unit will report fires in accordance with its current procedures. The field units will exchange fire report data as they deem appropriate.

### **B. General Payment Provisions**

1. When assistance with fire management activities is requested and received by one corresponding field unit, said field unit may reimburse the field unit that rendered the assistance. If a reimbursement is to be made, payment will be made in accordance with this MOU and the annual operating plan. Payment will be based on the actual costs incurred by the field unit rendering assistance.
2. To the extent possible, rates to be charged or reimbursed for equipment used in firefighting shall be set forth in the annual operating plan. If one corresponding field unit agrees to reimburse the other field unit for equipment, (including aircraft), reimbursement will be made at the rates set forth in the annual operating plan. If rates for certain equipment used for fire management activities are not specified in the annual operating plan, the reimbursement rate will be mutually agreed upon by the parties upon conclusion of the fire.
3. One corresponding field unit also may reimburse the other field unit for the cost of the personnel services. Salary or wages will include the actual cost to the sending field unit for work performed during the time between departure from and return to the official station. Overtime may be

included, if and when overtime is earned under the laws or rules governing the employees of the sending field unit. It is not intended that salary, overtime, travel or subsistence costs will be reimbursed for the administrative personnel not directly associated with the fire management activities unless specifically agreed upon in the annual operating plan.

4. Payments for reimbursable services rendered under this MOU may be made only upon receipt of an itemized statement that conforms to the requirements set forth herein. Within 60 days of each reimbursable fire, the field unit rendering the assistance shall furnish the field unit receiving the assistance an itemized statement containing the following information:
  - a. The date and location of the fire.
  - b. Name(s) of person(s) who ordered equipment and name(s) of person(s) from whom the equipment was ordered.
  - c. Type of truck or transportation furnished, number of miles traveled, rental rate, and the total evaluated cost as set forth in the annual operating plan.
  - d. Type of tractor, plow, engine, aircraft, or other equipment furnished, hours actually operated, rental rate, and total evaluated cost as set forth in the annual operating plan.
  - e. Names and Social Security Numbers of personnel dispatched to the fire, time of dispatch and time of return to official station, total elapsed time, rate of pay, and total pay.
5. Equipment owned and used by one corresponding field unit to suppress fires on lands for which the other field unit is responsible will be operated, serviced, and repaired by the field unit that owns the equipment unless specified otherwise in the annual operating plan.

#### **C. Reimbursements to the State**

1. After a reimbursable fire occurs upon SERVICE lands, the STATE's Regional Forester or designee may prepare and send to the SERVICE's Park Superintendent or Refuge Manager at the receiving unit an itemized statement in accordance with the provisions set forth herein and in the annual operating plan for the field unit involved. The SERVICE, upon receipt of the itemized statement, shall ensure the proper processing of a funding document package.

2. Reimbursements to the STATE shall be made payable to the local field office of the Florida Department of Agriculture and Consumer Services, Division of Forestry.
3. The SERVICE shall not be bound to make any expenditure under the terms of this MOU or any annual operating plan except as funds are appropriated by the Congress of the United States, or otherwise are made available for such purpose.

**D. Reimbursements to the Service**

1. After a reimbursable fire occurs upon STATE lands, the Park Superintendent or Refuge Manager may prepare and send to the STATE's Regional Forester an itemized statement in accordance with the provisions set forth herein and in the annual operating plan for the field unit involved. The STATE, upon receipt of the itemized statement, shall ensure the proper processing of a funding document package.
2. Reimbursements to the SERVICE shall be made payable to the National Park Service or the U.S. Fish and Wildlife Service.
3. The STATE shall not be bound to make any expenditure under the terms of this MOU or any annual operating plan except as funds are appropriated by the State of Florida, or otherwise are made available for such purpose.

**ARTICLE IX –MODIFICATION AND TERMINATION**

- A. This agreement may be modified only by a written instrument executed by all the parties.
- B. Either party may terminate the MOU by providing sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this agreement.

## **ARTICLE X –STANDARD CLAUSES**

### **A. Civil Rights**

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

### **B. Promotions**

The State of Florida shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the State of Florida represents. No release of information relating to this agreement may state or imply that the Government approves of the State of Florida's work product or considers the State of Florida's work product to be superior to other products or services.

### **C. Public Information Release**

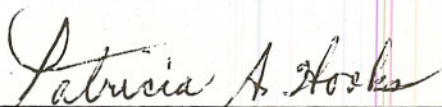
Both the Service and the State will cooperate in seeking out and utilizing media opportunities associated with fire management activities in on state and federal lands. When both agencies are involved in a joint fire suppression effort, or when a news release by one agency is likely to have a direct impact on the other agency, a joint release will be developed and issued by the spokesperson of each agency. Specific information procedures and interface requirements with Incident Management Teams are addressed in the Annual Operating Plan.

### **D. Liability Provision**

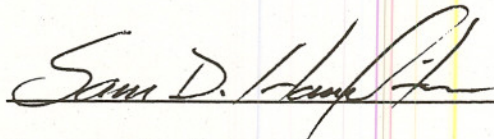
Each party to this agreement will indemnify, save and hold harmless, and defend each other against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

**ARTICLE XI -SIGNATURES**

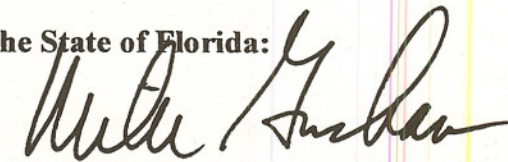
**IN WITNESS HEREOF**, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

**For the National Park Service:**Date 10/31/02

Southeast Regional Director  
National Park Service

**For the U.S. Fish and Wildlife Service**Date 11/23/02

Southeast Regional Director  
U.S. Fish and Wildlife Service

**For the State of Florida:**Date 2-3-03

Director of Administration  
Florida Department of Agriculture and Consumer Services

## COOPERATING AGENCIES

### National Park Service

Superintendent  
**Big Cypress Natl. Preserve**  
HCR 61 Box 110  
Ochopee, FL 33943  
Telephone (941) 695-1101

Superintendent  
**Biscayne National Park**  
PO Box 1369  
Homestead, FL 33090-1369  
Telephone (305) 230-1144 x3002

Superintendent  
**Canaveral National Seashore**  
308 Julia Street  
Titusville, FL 32799-3521  
Telephone (321) 267-1110

Superintendent  
**Castillo De San Marcos Natl. Monument**  
**Fort Matanzas National Monument**  
1 South Castillo Drive  
St. Augustine, FL 32084  
Telephone (904) 829-6506 x221

Superintendent  
**DeSoto National Monument**  
P.O. Box 15390  
Bradenton, FL 34280-5390  
Telephone (941) 792-0458 x14

### State of Florida

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District Manager  
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District Manager  
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## **National Park Service**

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Telephone (305) 242-7710

Superintendent  
**Fort Caroline National Monument  
Timucuan Ecological & Historical  
Preserve**  
13165 Mount Pleasant Road  
Jacksonville, FL 32225  
Telephone (904) 221-7567 x10

Superintendent  
**Gulf Islands National Seashore**  
1801 Gulf Breeze Pkwy  
Gulf Breeze, FL 32563

## **State of Florida**

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11650 Munson Highway  
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## **U.S. Fish & Wildlife Service**

Refuge Manager  
**Arthur R. Marshall Loxahatchee NWR**  
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Refuge Manager  
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**Ten Thousand Island NWR**  
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Refuge Manager  
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Telephone (941) 472-1100

Refuge Manager  
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Refuge Manager  
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Center Manager  
**Waccasassa Forestry Center, D-8**  
1600 NE 23<sup>rd</sup> Avenue  
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## **U.S. Fish & Wildlife Service**

Refuge Manager  
**Merritt Island NWR**  
**Archie Carr NWR**  
**Lake Wales Ridge NWR**  
**Pelican Island NWR**  
**St. Johns NWR**  
P.O. Box 6504  
Titusville, FL 32782  
Telephone (321) 861-0667

Refuge Manager  
**National Key Deer NWR**  
**Crocodile Lake NWR**  
P.O. Box 430510  
Big Pine Key, FL 33043-0510  
Telephone (305) 872-2239

Refuge Manager  
**St. Marks NWR**  
P.O. Box 68  
St. Marks, FL 32355  
Telephone (850) 925-6121

Refuge Manager  
**St. Vincent NWR**  
P.O. Box 447  
Apalachicola, FL 32329-0447  
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## **State of Florida**

District Manager  
**Orlando District, D-12**  
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District Manager  
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865 Geddie Road  
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Telephone (904) 488-1871

## **GUIDELINES FOR THE ANNUAL OPERATING PLAN**

(to be formulated between the units of the FL Division of Forestry and the NPS or FWS area)

### **PURPOSE:**

Describe the purpose of this plan and how it is to function. Describe the operating procedures between the participating agencies within the framework of the Memorandum of Understanding. Cite the Memorandum of Understanding by title and effective date.

### **RESOURCE MANAGEMENT:**

Discuss each agency's mandates; fire management policies; resource issues and concerns; consequent resource management objectives.

### **MUTUAL THREAT ZONES:**

Discuss the initial attack suppression strategies that are acceptable where the boundary between the two agency's suppression responsibilities are not immediately distinguishable. Include a geographic description and map.

### **PRESCRIBED BURNING:**

List any arrangements for the issuance of burning authorizations by agency. Detail arrangements. Discuss State and local notification procedures for conducting prescribed burns.

### **OPERATIONS:**

Outline the fire organization in the mutual threat zone; list personnel in fire jobs. Discuss procedure for releasing resources and transitioning the fire to the responsible agency. Address acceptable fire suppression strategies. Detail who has first call, second call, support, ICS procedures, and unified command and how it is to function.

### **COMMUNICATIONS:**

Include dispatch procedures and the procedures for keeping each other informed on fire potential and activity, and the status of fire equipment and personnel. Include under what condition radios will be made available including the type of equipment and where it is located.

### **PERSONNEL AND EQUIPMENT:**

Detail resource listing of available equipment and personnel. Include a telephone directory. Discuss the types of equipment and under what conditions and where they may be used. List key personnel and any applicable qualifications. If applicable, list rates for equipment and personnel. Require full Personal Protective Equipment on fire activities, prescribed or wildland fire.

### **FIRE PREVENTION:**

Detail interagency cooperation in fire prevention and fire education efforts.

### **INCIDENT REPORTS:**

Detail arrangements to furnish incident reports to each agency.

### **TRAINING:**

Discuss interagency training to be carried out at the local level. Include courses to be offered, qualified instructors, and location and facilities.

### **FACILITIES:**

List facilities for meeting, training, and for emergency management functions.

### **FINANCIAL ARRANGEMENTS:**

Include under what condition reimbursements will be made. Address the procedures for making reimbursements as outlined in the Memorandum of Understanding.

### **OTHER:**

Detail any other applicable considerations.

### **PLAN APPROVAL:**

District Forester and Park Superintendent approve the annual operating plan.

TO: All NWR's in FL(including Okefenokee NWR)  
From: Refuge Supervisor  
Subject: New MOU with Florida Division of Forestry

Attached is a recently completed MOU between the Florida Division of Forestry(DOF), the National Park Service and the US Fish & Wildlife Service for fire management activities on National Parks and National Wildlife Refuges in Florida. It replaces the old MOU which was signed in the early 1980's and as you can see, this is a multi-agency MOU. This format is being used to renegotiate all of the old MOU's with state forestry organizations in the Southeastern US.

One of the big changes in this MOU is that each refuge and/or park should implement an Annual Operating Plan(AOP) with their local DOF office. The format for the AOP and the contacts for each refuge are included in the MOU. If you have questions on the AOP process, contact your District Fire Management Officer or Howard Poitevint at 850/893-4153 ext341.

If you have other questions about the MOU, please call Howard Poitevint.

## **U.S. Fish & Wildlife Service**

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**Egmont Key NWR**  
**Passage Key NWR**  
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## **U.S. Fish & Wildlife Service**

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**Crocodile Lake NWR**  
**Great White Heron NWR**  
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