

John

G1443GA5180 06 0002

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CANAVERAL NATIONAL SEASHORE
AND
MERRITT ISLAND NATIONAL WILDLIFE REFUGE**

This Memorandum of Understanding is made and entered into this 2 day of October 2006, by and between the National Park Service, Canaveral National Seashore (hereinafter CANA) and the U.S. Fish and Wildlife Service, Merritt Island National Wildlife Refuge (hereinafter MINWR).

ARTICLE I. BACKGROUND AND OBJECTIVES:

Whereas, the National Park Service Organic Act of August 26, 1916 39 Stat 535 provides authority for NPS to enter into this agreement; and

Whereas, an agreement between the National Aeronautics and Space Administration and the Bureau of Sport Fisheries and Wildlife (now the U.S. Fish and Wildlife Service), dated August 28, 1963, and amended May, 2002, establishing Merritt Island National Wildlife Refuge and the conditions for administering the refuge; and

Whereas, the establishment of Canaveral National Seashore was provided for by the Act of January 3, 1975, PL 93-626, 88 Stat 212; and

Whereas, an agreement between the National Aeronautics and Space Administration and the Department of the Interior was established for the use of property on NASA as part of the Canaveral National Seashore on April 2, 1975; and

Whereas, a Memorandum of Understanding between CANA and MINWR, dated July 10, 1975, establishes cooperation on mutual programs between the two bureaus; and

Whereas, an Interagency Agreement between MINWR and CANA dated June 18, 1981; amended May 11, 1987, February 8, 1990 and February 7, 1997, establishes cooperation on mutual programs between the two agencies; and

Whereas, the two parties desire to restate their individual and joint responsibilities in administering those lands and waters as described in Section 5(1) of PL 93-626 where joint management authority exists.

Now, therefore, in consideration of joint interest and concerns, CANA and MINWR mutually agree as follows:

ARTICLE II. STATEMENTS OF WORK:

1. The MINWR shall administer those lands and waters as described in Section 5(1) of Public law 93-626, and both agencies agree that the line delineating this area shall be the western toe of the primary dunes or eastern edge of the original sand trail between the northern boundary of the H. M. Gomez Grant Line southerly to the north end of the beach road near Camera pad 10, and continuing southerly along the west edge of the beach road and/or beach parking areas to the intersection with State Road 402 and continuing westerly on the north edge of SR 402 to the junction of State Road 3; continuing northerly on the east side of State Road 3 to H. M. Gomez Grant Line and continue easterly along Gomez Grant Line and an extension of said Grant Line across Mosquito Lagoon to the beginning.

MINWR will continue to manage for refuge purposes all of the lands and water south of the Gomez Grant Line and west of the primary dunes and Beach Road, north of State Road 402 and east of State Road 3, including mainland, Mosquito Lagoon and west side of the barrier island. For the purposes of this agreement, this area will be known as the "Joint Area".

2. The area administered by the CANA between Beach Access Road and the railroad will continue to be closed to hunting, and will be subject to closures related to the imposition of security zones related to operations at the Kennedy Space Center. Posting of this area will be the responsibility of CANA and sign type will be agreed upon between the Manager and the CANA Superintendent.
3. The Fire Management Plan covering prescribed burning and wildfire suppression for the Joint Area is the overall responsibility of MINWR. Cooperative efforts will be undertaken by both agencies in areas such as sponsoring fire-related training courses and the development of an interagency unified strike team. Assistance for fire suppression in all areas of MINWR and CANA – manpower and equipment - will be provided by either agency to the other when requested on an "as available" basis.

Prescribed fire operations will be coordinated and each agency will advise the other (including NASA) when such action is being taken, and this will be spelled out in the Fire Management Plan of each agency. MINWR and CANA may assist each other with planning and implementation of prescribed fire when requested on an "as available" basis.

CANA and MINWR agree to cooperate in the monitoring of fire effects and to share fire effects data.

4. Assistance for any search and rescue operation within all areas of MINWR and CANA will be provided by either agency upon request on an "as available" basis.
5. MINWR will act as the lead agency in any studies in the Joint Area involving wildlife species, including species listed by Federal law as threatened or endangered. All studies will be conducted under MINWR permit.
6. Signage or exhibitry relating to historical or cultural resources within the Joint Area will be the responsibility of the CANA upon consultation with MINWR. Any signage or exhibitry relating to wildlife or the mission of the MINWR will be the responsibility of MINWR upon consultation with CANA. All signage will be included in the MINWR sign plan.
7. Maintenance of the "sand trail," and dike road adjacent to the central or Klondike Beach section of CANA shall be the responsibility of MINWR. The Beach Road and parking areas, Eddy Creek boat ramp, dock and parking area, and information and interpretive signing related to these areas, will be the responsibility of CANA.
8. Each agency shall keep the other informed of on-site programs such as public hunting, interpretive activities, environmental education activities, and other group activities involving use of the Joint Area, and will coordinate these activities with NASA. General staff meetings of CANA and MINWR personnel will be open to representatives of the other agency.
9. An agency liaison will be appointed by CANA and MINWR to handle coordination of all activities and functions referred to in this Agreement. These representatives will maintain frequent contact with respect to activities within the entire Seashore/Refuge in an effort to increase the cooperative efforts between CANA and MINWR.
10. Information or interpretive publications dealing with the Joint Area will be coordinated and reviewed by both CANA and MINWR. Following such review; these publications will be made available to each agency on an "as available" basis.
11. Research, interpretation and protection of archeological and historic sites within the Joint Area will be the primary responsibility of CANA. Any site protection and/or development of these sites will be fully coordinated with MINWR.
12. Visitor control programs will be coordinated among NASA, MINWR and CANA with enforcement being the responsibility of the jointly agreed upon agency requiring the control. Each agency will take the lead in enforcement in their respective areas of administration and will keep NASA informed of any changes of major issues regarding enforcement policy.
13. Trail, boundary, and/or road development, improvement or maintenance within

the Joint Area will be initiated only after adequate review and comment time by all agencies involved.

14. MINWR and CANA will be responsible for Tort Claims on lands and/or waters under their respective management.
15. Mosquito control coordination in Brevard County will be conducted by MINWR, and that in Volusia County will be coordinated by CANA. All planned over flights by Mosquito Control will be coordinated with NASA and will comply with existing regulations. Any changes from the mosquito control agreements desired by MINWR or CANA within the NASA boundary will be coordinated jointly with NASA and Brevard or Volusia County Mosquito Control District.
16. MINWR agrees to make its visitor information center available to CANA for interpretive programs, meetings, etc. Details of this use will be arranged on a case by case basis.
17. MINWR agrees to provide parking space at the MINWR headquarters/maintenance compound for CANA to facilitate their field operations. MINWR further agrees to allow CANA employees access to this area for other official purposes.
18. CANA will be allowed to use the fuel facilities at the MINWR headquarters/maintenance compound and record any amounts used. Fuel will be replaced on a bulk basis annually.
19. MINWR agrees to permit CANA to occupy maintenance facilities at the "Wilson Corner" site, located northwest of the intersection of State Road 3 and SR 402. CANA will maintain the associated structures and grounds.
20. CANA agrees to pick up trash at the Bairs Cove (Haulover Canal) boat ramp with cost of operation being funded by the sale of shellfish permits within MINWR/CANA.
21. CANA and MINWR agree to allow trained, qualified employees to operate MINWR and CANA equipment or tools on an "as available" basis.
22. CANA and MINWR will seek ways to work together on interpretive and environmental education activities that benefit both agencies.
23. CANA and MINWR will work together to implement a program of exotic plant management within the Joint Area and adjacent sections of the Refuge and Seashore.
24. CANA and MINWR will mutually seek opportunities, including

partnerships, to obtain research that will improve management of common resources and benefit the mission of both agencies.

25. CANA and MINWR will periodically sponsor a workshop/conference on research being conducted at the Refuge or Seashore. Research from other areas related to topics of MINWR and CANA interest may be included.

ARTICLE III. TERM OF AGREEMENT

This agreement will remain in force ten (10) years from date of signing. It may be renewed after review and reassessment by the signatory parties.

ARTICLE IV. KEY OFFICIALS:

Canaveral National Seashore
Carol A. Clark
Superintendent
Canaveral National Seashore
308 Julia Street
Titusville, FL 32796


Merritt Island National Wildlife Refuge
Albert R. Hight
Refuge Manager
Merritt Island Wildlife Refuge
P.O. Box 6504
Titusville, FL 32782

ARTICLE V. PAYMENT:

Any transfer of funds between the parties involved will be done through a sub-agreement to this agreement.

ARTICLE VI. MODIFICATION/TERMINATION:

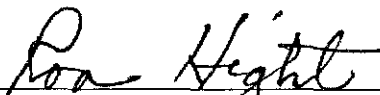
This agreement may be modified at any time upon the mutual agreement of both parties. It may also be terminated by either party upon sixty (60) days written notice.



Superintendent
Canaveral National Seashore
Titusville, FL 32796

10/21/2006

Date



Refuge Manager
Merritt Island National Wildlife Refuge
Titusville, FL

9/20/06

Date