COOPERATIVE PARTNERSHIP AGREEMENT

BETWEEN

THE NATIONAL PARK SERVICE AND

THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

This Cooperative Partnership Agreement ("Agreement") is made and entered on this 1st day of December, 2010 by and between the National Park Service, represented by the Superintendent of the Big Cypress National Preserve ("NPS," "Preserve") and the Executive Director of the Florida Fish and Wildlife Conservation Commission ("FWC").

WHEREAS, the Preserve was established as a unit of the National Park System by Public Law 93-440, effective October 11, 1974. As established, the Preserve consisted of 580,000 acres for purposes of assuring the preservation, conservation and protection of natural, scenic, hydrologic, floral and fauna, and recreation values of the Big Cypress Watershed and providing for the enhancement and public enjoyment thereof; and

WHEREAS, Public Law 100-301, effective April 29, 1988, added 147,000 acres ("the Addition") to the Preserve and further stated that NPS shall cooperate with the State of Florida to establish recreational access points, roads, rest and recreation areas, wildlife protection, hunting, fishing, frogging and other traditional recreational opportunities in conjunction with the creation of the Addition; and

WHEREAS, NPS's special regulations for the Preserve at 36 CFR § 7.86 (a)(2)(iii) state with respect to Motorized Vehicle travel: "...Prior to making a temporary or permanent closure the Superintendent shall consult with the executive director of the Florida Game and Freshwater Fish Commission..."; and

WHEREAS, 36 CFR § 7.86 (e) states that hunting, fishing and trapping are permitted in the Preserve in accordance with the NPS general regulations and applicable Florida law governing Cooperative Wildlife Management Areas; and

WHEREAS the NPS is fulfilling its mission to assure the preservation, conservation and protection of natural, scenic, hydrologic, floral and fauna, and recreation values of the Big Cypress Watershed and to provide for the enhancement and public enjoyment thereof in accordance with all applicable Federal regulations and NPS policies and in a manner consistent with State of Florida regulations; and

WHEREAS, the federal and state statutes establishing the Preserve and the Addition distinguish these public lands from typical national parks and thereby recognize the importance of local traditional values, and integrate those values in a unique and cooperative partnership between the Federal government and the State of Florida; and

WHEREAS, the State of Florida has been a major financial contributor and partner in creating the Preserve by spending $40 million on land acquisition and by donating 140,000 acres to the creation of the Preserve; and

WHEREAS, the State of Florida has designated the Big Cypress Area as an "area of critical state concern" by Section 380.055, Florida Statutes in order to protect the Preserve and the Addition as an environmental natural resource of regional and statewide significance for the state; and

WHEREAS, FWC is the state agency empowered by Article IV, Section 9, Florida Constitution to execute the executive and regulatory powers of the state over wild animal life, freshwater aquatic life and marine life and is also empowered by sections 375.311-314, Florida Statutes to regulate motor vehicle access and traffic control on Florida's public lands to prevent damage to environmentally sensitive lands; and

WHEREAS, FWC has developed partnership relationships with the federal government for the regulation of fishing, hunting and other outdoor recreational activities in national forests, US Department of Defense lands, US Army Corps of Engineers lands, and for the enforcement of federal marine fishery regulations in state and federal waters and has capably and effectively carried out its partnership responsibilities with other federal agencies; and

WHEREAS, FWC is fulfilling its mission to conserve the fish and wildlife resources of the Preserve by effectively regulating and managing hunting, fishing, and imperiled fish and wildlife in cooperation and as authorized by the NPS, through Rule 68A-15.064(5), Florida Administrative Code and other regulations, and through FWC law enforcement; and

WHEREAS, NPS and FWC [and its predecessor agency the Florida Game and Fresh Water Fish Commission ("GFC")] executed a Memorandum of Understanding in 1974 to promote collaboration, consultation, and cooperation in the regulation and management of the fish and wildlife resources on the Preserve; and

WHEREAS, said Memorandum of Understanding expired in 1990; and

WHEREAS, based upon the aforesaid expressed intent of the above-described state and federal authorities both parties desire to continue to collaborate, consult, and cooperate on Preserve management issues related to recreational access points and roads, rest and recreation areas, wildlife protection, hunting, fishing, frogging and other traditional opportunities to ensure the good and stability of the greater Everglades ecosystem; and

WHEREAS, this Agreement is desirable in order to fulfill the mandate and intent of the Acts of Congress and Florida Statutes for the management of the Preserve and the Addition.

THEREFORE, NPS and FWC agree as follows:

1. NPS and FWC will implement this Agreement through joint and cooperative endeavors which will focus the resources, expertise, skills, and abilities of the FWC and the NPS toward achieving the proper management of the lands and waters involved, the proper management of fish and wildlife resources, and the maximum public benefit from these endeavors.

2. NPS and FWC will offer reasonable public access as provided for in Public Law 93-440 and Public Law 100-301, allowing the public to engage in authorized traditional uses in the Preserve and the Addition such as hunting, fishing, camping and other wildlife-oriented recreational activities, which can be compatible with fish and wildlife conservation and are integral to fulfilling the mandate and intent of said public laws, without compromising the integrity of Preserve natural and cultural resources.

3. NPS and FWC shall collaborate, consult, and cooperate with one another to ensure that their actions do not adversely affect the ability of the Miccosukee Tribe of Indians of Florida and the Seminole Tribe of Indians of Florida to continue their usual and customary use and occupancy of Federal or federally acquired lands and waters within the Preserve and Addition.

4. FWC and NPS shall collaborate, consult and cooperate with one another when developing management plans, environmental assessments or environmental impact statements or other management instruments that affect fish and wildlife resources of the Preserve and the Addition and the public's ability or access to enjoy such resources.

5. FWC and NPS shall collaborate, consult and cooperate with one another regarding management of imperiled species of fish and wildlife on the Preserve and/or the Addition.

6. FWC and NPS shall collaborate, consult and cooperate with one another on courses of action to control or eradicate exotic or nonnative fish and wildlife or plants in the Preserve and the Addition. Nothing herein shall restrict or constrain the ability of NPS to implement management measures necessary to control or eradicate exotic fish, wildlife or plants.

7. When practicable, the NPS and FWC shall collaborate, consult, and cooperate on ecological research and resource monitoring to address questions of mutual interest to NPS and FWC. Authorship rights to publications resulting from such collaboration, consultation, and cooperation shall follow the guidelines in Dickson, J. G., R. C. Conner,

and K. T. Adair. 1978. Guidelines for Authorship of Scientific Articles. Wildlife Society Bulletin 6:260-261

8. NPS and FWC shall have the opportunity to review and comment upon each other's research and monitoring proposals when related to fish and wildlife in the Preserve and the Addition prior to commencement of the research and monitoring.

9. FWC and NPS shall freely exchange with each other, upon request and in consideration of the Freedom of information Act and Florida's public records law, their biological data about flora and fauna of the Preserve and the Addition and shall acknowledge use of the other's data in any publication of such data.

10. The NPS shall facilitate reasonable access to the Preserve and the Addition by the FWC for ecological research and natural resource monitoring of mutual interest to NPS and FWC.

11. NPS and FWC shall permit the harvest of fish and wildlife by the public in such areas of the Preserve and the Addition as provided for in the aforementioned Acts of Congress.

12. Areas within the Preserve and the Addition where public hunting, fishing, and other activities associated with taking or possession of fish and wildlife are allowed shall be open for said activities as provided by and in accordance with all applicable federal and state statutes, rules or regulations.

13. This Agreement recognizes the authority of the Preserve Superintendent to promulgate regulations and implement management limits and controls as they relate to public access, including but not limited to actions in response to changing resource conditions during emergencies as described in paragraph 19 below, but in any case where such actions relate to fish and wildlife management or the taking of fish and wildlife or associated activities, these actions shall be promulgated in collaboration, consultation, and cooperation with FWC.

14. All state licenses and permits required under State law shall be required for public hunting, fishing and activities associated with the taking or possession of game fish and wildlife species in the Preserve and the Addition.

15. FWC shall consult with and secure the concurrence of NPS before establishing any regulation of fishing, hunting, and other activities associated with the taking or possession of game fish and wildlife on the Preserve and the Addition.

16. FWC shall provide law enforcement support for sufficient enforcement of FWC regulations effective in the Preserve and the Addition. Furthermore the FWC and NPS will develop and adopt a specific Memorandum of Understanding that sets forth the procedures for mutual aid and law enforcement in the Preserve and the Addition.

17. FWC and NPS shall act in good faith and as true partners to resolve disagreements that may arise in the implementation of this Agreement. In the event of a disagreement, the parties agree to contact each other in a timely manner and make a reasonable effort resolve the conflict at the lowest level. Should elevation of the dispute become necessary, the Superintendent and Executive Director will serve as final decision makers on behalf of their respective agencies in resolving points of disagreement within a mutually agreed upon time frame and as expeditiously as possible.

18. NPS and FWC will collaborate, consult, and cooperate on the development of news releases and/or public comments to the media concerning fish and wildlife, access, recreation, law enforcement, and emergencies that may affect the Preserve and Addition. Additionally NPS and FWC will collaborate, consult, and cooperate on outreach that may pertain to other related areas of mutual interest.

19. When necessary to address emergencies, NPS may issue regulations or orders to restrict or prohibit public use and access in the Preserve and the Addition or portions thereof. With the concurrence of NPS, FWC may issue regulations or orders to restrict or prohibit hunting or fishing or other activities associated with the taking of fish and wildlife in the Preserve and the Addition or portions thereof. When practicable,

regulations and orders of the nature referenced in this provision should be jointly or cooperatively issued.

20. FWC and NPS shall enter into a separate agreement to render mutual assistance as practicable in times of emergency or natural disaster affecting the Preserve or its employees.

21. FWC and NPS may enter into separate working arrangements as occasion demands for the use of lands, buildings, equipment and other facilities owned and operated by either party.

22. FWC and NPS shall assist each other in supporting and defending mutually agreed rules, regulations and policies relating to the Preserve and the Addition.

23. The Superintendent and the Executive Director or their designees will meet at least annually to insure that the provisions of the cooperative partnership established under this Agreement are being fully implemented and to identify any measures necessary to improve this cooperative partnership.

24. Modifications to this Agreement may be made through mutual consent of the NPS and FWC as approved by the Superintendent and the Executive Director

25. Termination of this agreement shall be by mutual consent of the NPS and FWC as executed by the Superintendent and the Executive Director.

WHEREFORE, the Parties hereto, through their designated Representatives, have executed this Agreement on the last date listed and signed below.

Pedro Ramos
Superintendent
Big Cypress National Preserve

Nick Wiley
Executive Director
Florida Fish & Wildlife Conservation Commission