

**Management Agreement
for Certain Submerged Lands
in Monroe County, Florida, located within Dry Tortugas National Park**

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Board of Trustees") claims title to certain sovereignty submerged lands ("submerged lands") in Monroe County, Florida that are located within Dry Tortugas National Park (the "Park"); and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund may authorize the management of submerged lands by virtue of Chapter 253.03, Florida Statutes; and

WHEREAS, in 1845 the United States reserved the islands, keys and banks comprising the group of islands known as the Dry Tortugas for military purposes which were in 1935 established by Executive Order as Fort Jefferson National Monument; and

WHEREAS, the United States also claims title to the submerged lands; and

WHEREAS, the Congress in 1992 established the Park, consisting generally of the lands, waters and interests therein that were formerly located within the boundary of Fort Jefferson National Monument, for the purposes of preserving and protecting a pristine subtropical marine ecosystem, including an intact coral reef community; populations of fish and wildlife; the pristine natural environment of the Dry Tortugas group of islands; Fort Jefferson; and submerged cultural resources; and

WHEREAS, the Congress directed and authorized the National Park Service (the "Service") to manage the Park by virtue of 16 U.S.C. §1 *et seq.*, for public purposes consistent with applicable laws and regulations governing the management of units of the National Park System and to provide for the preservation, protection, education, inspiration, and enjoyment of the park for present and future generations; and

WHEREAS, the Service has issued, after extensive public involvement and collaboration with State and Federal agencies, a management plan for the Park that protects important coral reef habitat and other resources within the Park and provides for improved visitor experiences; and

WHEREAS, the Board of Trustees and United States reserve all claims either may have to title to the submerged lands; and

WHEREAS, the Board of Trustees and the Service (collectively known as the "Parties") mutually agree that the submerged lands shall be managed in a manner to ensure the protection and preservation of the significant natural and cultural resources located therein;

NOW, THEREFORE, THE PARTIES jointly enter into this agreement whereby the Service will: (i) issue special regulations to implement the management plan for the Park that will provide for the proper use, management, governance, and protection of persons, property, and natural and cultural resources within the Park to fulfill its statutory purposes and to provide for the enjoyment of its resources so as to leave them unimpaired for the enjoyment of future generations; and (ii) manage the submerged lands, described in Exhibit "A" attached hereto and made a part hereof, for so long as the Park remains an authorized unit of the National Park System on the following terms and conditions:

1. **MANAGEMENT OF THE SUBMERGED LANDS:** The Service will manage the submerged lands consistent with federal law, regulation and policies, including the final General Management Plan Amendment/Final Environmental Impact Statement (hereinafter "General Management Plan"), attached as Exhibit B, and applicable implementing regulations including special regulations pursuant to 36 CFR Part I et seq., governing the management of lands within the National Park System so that the submerged lands will be preserved and protected unimpaired for present and future generations. To the extent the Service wishes to update, revise, or amend Exhibit B, the Service will invite the appropriate state agencies to participate as cooperating agencies for the purposes of National Environmental Policy Act. In preparing special regulations pursuant to 36 CFR Part I et seq., or any updates thereto, to implement Exhibit B, the Service will consult with and obtain the written concurrence from the Board of Trustees on that portion of the regulations pertaining to the management of submerged lands. The Service shall submit for review to the Florida Fish and Wildlife Conservation Commission any proposed special regulations or amendments thereto. Nothing in this Agreement shall be construed to affect, expand, or diminish the authority of the Florida Fish and Wildlife Conservation Commission in the exercise of its jurisdiction under Article IV, Section 9 of the Florida Constitution with respect to marine fish.
2. **MANAGEMENT PLAN STATUS REPORT:** At least every five years, the Service shall submit a report on the status, activities, and conditions of the sovereignty submerged lands within the Park to the Board of Trustees.
- ~~3. **PROPERTY RIGHTS:** This Agreement does not convey any title interest to the area described in Exhibit A attached hereto and does not serve as an admission by either Party in matters relating to the title of the submerged lands.~~
4. **OIL & GAS LEASING PROHIBITION:** All leasing, exploration or development of mineral resources, including oil and gas or other petroleum products, shall be prohibited in the submerged lands that are the subject of this agreement.

5. TERM: This Agreement shall commence upon the date of the last signatory hereto and shall remain in effect for so long as the submerged lands are used for the purposes of a national park.
6. TERMINATION: This Agreement may be terminated only: (i) by the Parties upon mutual written agreement between the Secretary of the Interior and the Board of Trustees, or their respective designees; (ii) by the Board of Trustees upon thirty days notice to the Secretary of the Interior if the submerged lands are no longer located within an authorized unit of the National Park System; or (iii) in writing upon thirty days notice by the Board of Trustees, or the Secretary of the Interior, if the regulations, or any updates thereto, described in paragraph 1 of this agreement do not have the concurrence of the Board of Trustees.
7. COMPATIBLE USES: If the Parties wish to engage in activities that are not provided for in the General Management Plan, or in other applicable federal laws, regulations, or policies, that affect the submerged lands, the Parties shall consult with each other in the activities to ensure that such activities are conducted in accordance with applicable law.
8. SUBMERGED CULTURAL RESOURCES: The Park is at the cross roads for shipping in and out of the Gulf of Mexico and has a long history of ship casualties. This has placed within the submerged lands nationally and internationally recognized maritime objects of antiquity and cultural resources. The Parties agree that the submerged cultural resources on the subject lands comprise a valuable state, national and international heritage and both share responsibilities to maintain, protect and preserve these resources. The Parties shall collaborate with each other on the protection and preservation of submerged cultural resources located within the submerged lands consistent with applicable law. Any cultural resources removed from the submerged lands of the Park will be for purposes of research or for purposes of preservation and protection. They will be collected under joint agreement and remain in joint possession of the Parties, accessioned, conserved and curated to National Historic Preservation Act and Service standards at an accredited, mutually acceptable museum/curatorial location. Both parties shall be required to ~~concur in the issuance of any permits to third parties for exploration or~~ removal of submerged cultural resources.
9. VESSEL GROUNDINGS: The Service will be primarily responsible for pursuing civil claims for damages to submerged natural resources under applicable within the area covered by this Agreement. The Board of Trustees reserves the right to pursue civil claims for damages to submerged natural resources under applicable law within the area covered by this Agreement. Any sums recovered by the Parties will be used to


restore the injured resources or to improve the management of the submerged resources in the area covered by this Agreement.

10. RESEARCH: The Parties shall work together to implement a research and monitoring program for the marine ecosystem, both within the area designated by the Service as a "research natural area" as well as in other areas of the Park. The Parties will use the results of this research in efforts to protect and interpret the pristine subtropical marine ecosystem and populations of fish and wildlife. The Parties will use their best efforts to coordinate this research with other similar efforts underway in the adjacent Florida Keys National Marine Sanctuary.
 11. NON-DISCRIMINATION: The Parties shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area attached as Exhibit A.
 12. APPLICABILITY OF STATE AND FEDERAL LAW: Except as provided herein, nothing in this Agreement is intended to modify or preclude the Parties from exercising any authority they may have under applicable State and/or Federal law
 13. INDEMNIFICATION: The Service shall investigate all claims of every nature and in accordance with, and to the extent permitted by, applicable law shall indemnify, defend and save and hold harmless the Board of Trustees from all claims, actions, lawsuits and demands arising out of this agreement which do not arise out of or result from the negligent acts or omissions of the State.
 14. DISPUTE RESOLUTION: The Parties shall work collaboratively to resolve any identified dispute at the lowest organizational level. If the dispute is not resolved within a reasonable time frame, the Parties agree to elevate the dispute to the next organizational level for resolution. Ultimate resolution of disputes related to this Agreement shall reside with the Secretary of the Interior and the Board of Trustees or their respective designees. This provision does not apply to disputes concerning title to submerged lands.
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THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did approve this management agreement on the 9th day of August, 2005.

AUTHORIZING SIGNATURES:

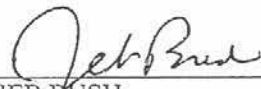
For the Service:




Secretary Gale Norton
Department of the Interior

For the Board of Trustees:

(SEAL)
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA



JEB BUSH
GOVERNOR



CHARLIE CRIST
ATTORNEY GENERAL

APPROVED AS TO FORM AND
LEGALITY



TOM GALLAGHER
CHIEF FINANCIAL OFFICER

By: 

DEP. Attorney



CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD
OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA