

**INTERAGENCY AGREEMENT  
BETWEEN THE  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,  
JOHN F. KENNEDY SPACE CENTER  
AND  
U.S. DEPARTMENT OF THE INTERIOR,  
FISH AND WILDLIFE SERVICE  
FOR  
USE AND MANAGEMENT OF PROPERTY AT  
NASA, JOHN F. KENNEDY SPACE CENTER  
KNOWN AS  
THE MERRITT ISLAND NATIONAL WILDLIFE REFUGE**

**I. AUTHORITY**

This Agreement is entered into by the National Aeronautics and Space Administration (NASA), John F. Kennedy Space Center (KSC) located at KSC, FL 32899, and United States Department of the Interior, Fish and Wildlife Service (FWS), located at Merritt Island National Wildlife Refuge (MINWR), P.O. Box 2683, Titusville, FL 32781. This Agreement is entered into by NASA KSC pursuant to sections 203(c)(5) and (6) of the Space Act of 1958, 51 U.S.C §20113(c). This Agreement is entered into by FWS pursuant to the Acquisition of Property, 16 U.S.C. §459j-1, 4, 6, 7, and 8; the Economy Act, 16 U.S.C. §742e(c) and 742g(d); Coordination Act, 16 U.S.C. §661-666c; the Migratory Bird Conservation Act, 16 U.S.C §715(d); and the Refuge Administration Act, 16 U.S.C. §668dd(b).

**II. BACKGROUND AND SCOPE OF AGREEMENT**

NASA acquired certain lands and adjacent waters located in Brevard and Volusia Counties in the 1960s. The land acquired was necessary for administrative and launch operations, to include security and safety zones. These lands also held special value as a haven for migratory birds and other wildlife, citrus production, and a potential site for outdoor recreation and education. The U.S. FWS is the principal Federal agency responsible for conserving, protecting, and enhancing fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The FWS manages the 150-million-acre National Wildlife Refuge System that encompasses more than 556 national wildlife refuges.

On August 28, 1963, the FWS was first permitted by Interagency Agreement to establish a national wildlife refuge on certain portions of KSC, to be called the MINWR. This Agreement will establish a joint Interagency Agreement between NASA KSC Environmental Management Branch (EMB), Real Property Management Office, and the

U.S. Department of Interior, Fish and Wildlife Service, for the use and management of the MINWR.

A map of NASA KSC and the areas that are currently being managed as the MINWR is included as Attachment A to this Agreement.

### III. RESPONSIBILITIES

A. The FWS shall have the following responsibilities:

1. The FWS shall have primary administration over real property at NASA KSC which has not been withdrawn from MINWR in accordance with Kennedy Documented Procedures (KDP)-P-3235, "Land Withdrawal from FWS to Support NASA Missions."
2. The use of NASA KSC property by the FWS as described herein shall be subject to all valid easements, rights-of-way, licenses, and present or future interests in, upon, across, or through said property granted by NASA for purposes related to the space program. Programs and activities of the FWS shall be carried out on a basis of noninterference with the space program, and any program or activity shall be terminated by the FWS upon a determination by NASA KSC of incompatibility with the space program, provided, however, that no such determination shall be made without prior notice to the FWS. The FWS shall take into account NASA's future development plans when implementing or changing its land management activities.
3. The FWS shall conduct habitat management activities, including prescribed burning, control of exotic plants and animals, water-level management, planting and harvesting trees, and any other program to enhance and protect wildlife and fish populations.
4. The FWS shall be a party to an Interagency Agreement for Mosquito Control with the Brevard County Mosquito Control District and NASA KSC to ensure the existence of an effective mosquito control program that is compatible with sound wildlife management practices and National Wildlife Refuge System policy. Kennedy Customer Agreement (KCA)-1456, "Agreement Between National Aeronautics and Space Administration (NASA), United States Fish and Wildlife Service, and Brevard Mosquito Control District (BMCD)," establishes mosquito control policies for the MINWR as well as the NASA KSC operational areas.
5. The FWS shall administer a comprehensive public use management program for educational and recreational purposes compatible with refuge purposes. This may include concessions, permits, leases, and other use of commercial activities related to the public. FWS shall inform NASA of such permits, leases, and other uses.
6. The FWS shall coordinate prescribed burns on MINWR in accordance with the "Joint Operating Procedure Between the 45<sup>th</sup> Space Wing, U.S. FWS, and KSC for Prescribed Burning on the MINWR, KSC, and Cape Canaveral Air Force Station, Florida," KCA-

4205. The list of fire management units to be burned in a given calendar year will be provided to NASA KSC, Facilities Systems and Services Division, in January of each year for coordination and planning purposes. NASA KSC management will assist the FWS in resolving any operational or other barriers in order to accomplish prescribed burns.
7. The FWS shall coordinate on proposals for research projects proposed by NASA, its contractors, grantees, and other partners who are outside the annual ecological monitoring plan and issue special use permits for research activities proposed within areas managed by FWS, provided these proposals meet compatibility requirements and are consistent with National Wildlife Refuge System policy.
8. The FWS shall, upon request by NASA KSC, close all or any part of MINWR to the public during checkout and launch periods or during emergencies or other situations involving safety and security of property or personnel.
9. The FWS may construct, alter, operate, and maintain dikes, impoundments, sub-impoundments, and water control structures, fire lanes, and secondary roads essential to MINWR operations which do not interfere with or otherwise affect NASA KSC operations, subject to KSC asset management procedures as outlined in KNPR 8830.1, "Facility Asset Management Procedural Requirements," and environmental requirements in accordance with KNPR 8500.1, "KSC Environmental Requirements."
10. The FWS may construct, alter, and maintain field offices, storage and maintenance buildings, and related facilities which do not interfere with or affect NASA operations. Siting of any such construction shall be approved by NASA KSC in accordance with its master plan siting procedures. FWS will complete and submit environmental checklists to NASA KSC for projects in accordance with KNPR 8500.1. All such construction shall meet NASA KSC building and fire inspection standards and applicable Federal, state, and local environmental regulations. The FWS shall, in general, fund any and all facilities constructed, maintained, or used by the FWS in its program, provided, however, that services, such as minor construction and maintenance, may be provided by NASA at no cost to the FWS when personnel and equipment are available for the requested purpose.
11. The FWS shall enforce such rules and regulations as are necessary, and within its legal authority, in exercising the privileges granted in this Agreement. The rules and regulations prescribed by NASA to govern the use of KSC property shall have priority. NASA's determinations shall be controlling in all matters pertaining to the space program of the United States, particularly with respect to such matters as security, safety, public health, overflights, and radio and instrumentation interference.
12. The FWS shall, at its own expense and without cost or expense to NASA, preserve, maintain, and keep in good repair and condition the premises authorized to be used as a National Wildlife Refuge, provided, however, that NASA KSC shall continue to maintain all major highways (including associated railroad crossings, traffic signals, bridges, and drainage ditches) used by employees and the public for access to KSC and all secondary

roads essential to KSC operational requirements.

13. The FWS shall be a member of all working groups at NASA KSC where the outcome may affect working relationships between NASA KSC and the FWS.
14. The FWS shall be responsible for all maintenance, management, and compliance aspects of the apiary program.
15. The FWS shall partner with NASA KSC regarding the restoration of wetland and upland habitats selected as appropriate mitigation sites for environmental impacts resulting from NASA KSC projects and programs. The FWS will inform NASA KSC of other restoration efforts planned to determine if NASA KSC desires to participate or reserve that location for future mitigation. Restoration efforts shall be coordinated with the NASA Historical Preservation Officer when the restoration will impact known archaeological sites.
16. The FWS shall support NASA KSC regarding the development and implementation of projects and programs to support the Indian River Lagoon Basin Action Management Plan (BMAP) and the Banana River BMAP developed under the Total Maximum Daily Load program by the Florida Department of Environmental Protection where compatible with FWS management needs and policies.
17. The FWS shall be responsible for removal of nuisance wildlife at NASA KSC and be reimbursed for this effort under NASA KSC Interagency Purchase Request NNK11CA44I.

B. The NASA KSC shall have the following responsibilities:

1. NASA KSC shall provide services, such as telephone and electrical service and computer networking capability, hazardous and nonhazardous waste disposal, spill cleanup, emergency police and property protection assistance, and secondary emergency medical and ambulance service when local services are unavailable or insufficient to meet the need.
2. NASA KSC shall provide asset management services, such as real property inventory and site request processing, when required for development.
3. NASA KSC shall conduct routine sampling and analysis of drinking water wells used in FWS operations and provide the results to FWS.
4. NASA KSC shall partner with the FWS in the restoration of wetland and upland habitats to be used for the mitigation of impacts to these habitats resulting from NASA projects and programs. NASA KSC shall identify the need for mitigation credits and develop a restoration plan(s) with the FWS. NASA KSC shall fund the full cost of these restorations and shall implement the associated monitoring plans. The specifics of these restoration efforts shall be negotiated under separate contracts.

5. NASA KSC shall reimburse the FWS for the removal of nuisance wildlife from NASA facilities in accordance with NASA KSC Interagency Purchase Request NNK11CA44I.

6. NASA KSC shall update, as needed, a map of NASA KSC and the areas that are currently being managed as the MINWR to incorporate and reflect any changes of the use and management of property in accordance with the provisions of this Agreement. NASA will maintain the official file of this map on a Geographic Information System and will provide a copy to FWS.

#### **IV. CURRENT LAND USE AND ENVIRONMENTAL COMPLIANCE**

The right is hereby expressly reserved to NASA KSC, its officers, agents, employees, grantees, and contractors to enter upon the said land and water areas at any time and to make any use of said land which may be necessary in connection with the space program of the United States. NASA KSC will conduct routine assessments of FWS operations (including, but not limited to, waste management and disposal services provided by the Medical and Environmental Support Contract (MESC) and industrial wastewater management) to ensure compliance with applicable Federal, state, and NASA KSC environmental requirements in accordance with KNPR 8500.1. NASA KSC is not responsible for the compliance aspects of the FWS programs or operations. FWS will be responsible for any and all costs to bring operations into compliance.

#### **V. FUTURE LAND USE**

NASA KSC retains the right to site any future space program facility at any location within the area being managed as the MINWR, taking into consideration the FWS's utilization of the property in order to ensure compatibility between NASA KSC activities and wildlife management wherever practicable. The decision to site a new facility on lands being managed as part of the Refuge will, however, be within the sole discretion of NASA KSC and will follow KDP-KSC-P-1295, "Processing of KSC Real Property Agreements." For tracking and accountability purposes, the parties will utilize the process outlined in KDP-P-3235, "Land Withdrawal from FWS to Support NASA Missions," as a result of NASA KSC exercising this discretion.

Upon completion of the land conveyance, adjustments will be made to the master plan and the KSC real property report(s) to reflect the addition of land for use by NASA. The Appendix A map will be updated and a copy provided to FWS.

## **VI. ENVIRONMENTAL PERMITS**

FWS will obtain and hold the operation permit for any septic tanks operated by the FWS. FWS will prepare said permit applications and forward to NASA KSC for review at the earliest available opportunity, and NASA KSC will return the application package to the FWS in a timely manner. FWS shall be responsible for any engineering signatures required on these applications and will be responsible for submitting them to the appropriate regulatory agency, as well as implementing their terms and conditions.

## **VII. FIRE PROTECTION**

NASA KSC will have primary responsibility for all structural fires (including FWS structures), automobile fires, and aircraft firefighting and rescue within the NASA KSC boundaries. FWS is primarily responsible for wildland firefighting in all areas of the KSC (including NASA operational areas), except those fires that involve structures. Both parties will respond in the event that both vegetation and structures are threatened by a single conflagration. Both parties may request assistance from the other to respond to a fire emergency when necessary.

## **VIII. MEETINGS**

In order to foster communication and the frequent exchange of information related to management of the refuge and NASA KSC's activities in the operational areas, the parties will meet at least quarterly to discuss their respective activities. Topics to be addressed may include, but will not be limited to:

- Changes in land management strategies
- Proposed research projects and programs
- Planned construction or renovation activities and projects
- Annual ecological monitoring data needs
- Cultural resource activities/management

Attendance at these meetings should, at a minimum, include representatives from the FWS, the NASA EMB, the Real Property Accountable Officer, and the MESC. Other attendees should be included as necessary and as requested by the parties in regular attendance. Minutes of the meetings shall be kept by the EMB and provided to the attendees of the meetings. Special topic meetings will be scheduled upon request of either party.

## **IX. FINANCIAL OBLIGATIONS**

There will be no transfer of funds or other financial obligations between NASA and FWS in connection with this Agreement except for the contract for management of nuisance

wildlife, which is managed under NASA KSC Interagency Purchase Request NNN11CA441. Each party will fund its own participation. However, a separate instrument may provide for a transfer of funds or other NASA KSC resources within the scope of the Agreement based on NASA KSC program goals and availability of funding. Such instruments will be subagreements to this Agreement and will be executed on an as-needed basis. Those subagreements will incorporate all of the terms and conditions of this Agreement by reference and describe with specificity the additional financial and other terms and conditions that may be required by the individual program or project.

All activities under or pursuant to this Agreement are subject to the availability of appropriated funds and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

## **X. KEY PERSONNEL**

The following personnel are designated as the key officials and or representatives for their respective party. These key officials are the principal points of contact between the parties in the performance of this Agreement:

### **For NASA KSC:**

KSC Real Property Accountable Officer  
Mail Code: TA-B4C  
Kennedy Space Center, FL 32899

Phone: 321-867-8047  
Fax: 321-861-7946

Chief, Environmental Management Branch  
Mail Code: TA-A4C  
Kennedy Space Center, FL 32899

Phone: 321-867-1599  
Fax: 321-867-4446

### **For FWS:**

Refuge Manager  
P.O. Box 2683  
Titusville, FL 32781

Phone: 321-861-0667  
Fax: 321-861-1276

## **XI. TERM OF AGREEMENT AND RIGHT TO TERMINATE**

This Agreement becomes effective on the date of the last signature of the parties. Either party, upon a 180-day written notice to the other party, may terminate this Agreement, without liability, at any time and for any reason it deems substantial.

Fixtures, equipment, facilities, or other property of the FWS constructed or maintained on the said premises shall be and remains the property of the FWS and may be removed at any time prior to the termination of this Agreement and at any time within 90 days after

any termination of this permit. Any property of the FWS not removed from the premises within three months after termination of this Agreement shall become the property of NASA.

This Agreement shall remain in effect until terminated by the parties. Annual reviews shall be conducted by the parties to ensure that the provisions of this Agreement remain current and accurately reflect the relationship of the parties.

## **XII. SIGNATORY AUTHORITY FOR MODIFICATIONS AND EXTENSIONS**

1. Any modification to this Agreement shall be executed in writing and signed by an authorized representative of each party. Any modification which creates an additional commitment of NASA KSC resources must be signed by the original NASA KSC signatory authority, or successor, or a higher-level NASA KSC official possessing original or delegated authority to make such a commitment.
2. All requests by NASA KSC regarding modifications to or termination of this Agreement will be addressed to the Regional Director, U.S. Fish and Wildlife Service, at 1875 Century Boulevard, NE, Suite 400, Atlanta, GA 30345, and all such requests by the FWS will be addressed to the Director, NASA, Kennedy Space Center, Mail Code: AA, Kennedy Space Center, FL 32899.
3. For updates or changes to Appendix A of this Agreement, the parties hereby delegate the authority for that activity as follows: for the FWS, the Refuge Manager; and for NASA KSC, the Director, Center Operations. This authority does not extend to eliminating existing or creating additional appendices.

## **XIII. ASSIGNMENT OF RIGHTS**

Neither this Agreement nor any interest arising under it will be assigned by FWS or NASA KSC without the express written consent of the officials executing the Agreement.

**XIV. EXECUTION**

This document has been executed in duplicate originals by the undersigned.

National Aeronautics and  
Space Administration  
JOHN F. KENNEDY SPACE CENTER

Department of Interior  
FISH AND WILDLIFE SERVICE

BY: Robert D. Cabana  
Robert D. Cabana  
Director

BY: Cindy Dohner  
Cindy Dohner  
Regional Director

Date: 29 JUN 12

Date: 7/25/2012

**APPENDIX A**

MAP: CANAVERAL NATIONAL SEASHORE  
MERRITT ISLAND NATIONAL WILDLIFE REFUGE  
APRIL 2012

