



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service



BURNING SERVICES AND PRE-SUPPRESSION PLOWING AGREEMENT
Government Agency

s. 590.02(1)(g), Florida Statutes

SERVICES AVAILABLE:

CONTRACT BURN. — The *Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS)*, may contract with a *Landowner* or his/her agent to carry out contract prescribed burning in accordance with s.590.02(1)(g), Florida Statutes. A FFS Certified Prescribed Burner will prepare a prescribed burn plan, obtain burn authorization, ensure the availability of personnel and equipment, and execute the burn with the approval of the District Manager/Forestry Operations Administrator for the area in which the burn is to occur. Landowner understands and agrees that FFS may use volunteer personnel in the performance of this agreement. Landowner will not be charged for the use of volunteer labor. It is recognized by both parties to this agreement that conditions may arise which prohibit the burning being carried out. Therefore, either party may cancel this agreement by notifying the other party of this fact and confirming in writing.

PRESCRIBED BURN ASSISTANCE.— The *FFS* may provide manpower and equipment to a landowner or his/her agent so the landowner or agent can prescribe burn in accordance with s. 590.02(1)(g), F.S. The *Landowner* or his/her agent: (i) will prepare the burn plan, (ii) obtain the burn authorization, (iii) assume responsibility for control of the fire, (iv) remain with the fire until all visible flames are extinguished and the burn area is safe. The *FFS* will review and approve the burn plan prior to ignition of the prescribed fire and keep a copy for *FFS* records. The *FFS* reserves the right to leave the scene, after securing the fire, in order to respond to wildfires or other emergencies.

PRE-SUPPRESSION PLOWING.— The *FFS* may plow pre-suppression firelines for a landowner or his/her agent in accordance with s. 590.02(1) (g), Florida Statutes. Fireline plowing contributes to protection of property from fire.

It is specifically requested by the landowner or his/her agent that FFS provide:

☒ **Contract Prescribed Burn** of acre(s), more or less, for **Broadcast Burning** as described above. The *Landowner* or his/her agent agrees to pay the *FFS* based on the published rate provided in Fire Manual, Chapter 15.

☐ **Prescribed Burn Assistance** of acre(s), more or less, for **Broadcast Burning** as described above. The *Landowner* or his/her agent agrees to pay the *FFS* for personnel and equipment based on the published rate provided in Fire Manual, Chapter 15.

☒ **Pre-suppression Plowing Assistance** of acre(s), more or less, for **Property Protection** as described above. The landowner or his/her agent agrees to pay FFS for equipment based on the published rate provided in Fire Manual, Chapter 15.

INDEMNIFICATION AND RELEASE OF LIABILITY—

Landowner agrees to be responsible for any and claims, actions, causes of action, damages, or liability as it relates to any personal or property damage, real or personal, incurred by any person or entity, including Landowner, resulting solely from Landowner's failure to correctly or fully mark the boundary of the property to be treated and thus causing FFS to trespass upon the property of a third party. Provided however, such responsibility shall be limited in accordance with the limits provided in Section 768.28, Fla. Stat. and that the parties expressly agree that nothing herein shall be construed as a waiver of the sovereign immunity accorded each party by the Florida Constitution, a waiver of the provisions of Section 768.28 nor a consent to be sued by third parties.

THE INDICATED SERVICES SHALL BE PROVIDED ON THE FOLLOWING DESCRIBED AREA: The landowner or his/her agent represents that the property being treated as described below, under this agreement, is owned in fee simple, or is in lawful possession of the landowner, and property boundaries are marked correctly.

Section	Township	Range	Latitude		Longitude		County	State
22	21S	20E	38°	39' 11.51"	82°	17' 36.61"	Hernando	Florida

NOW THEREFORE, the above is agreed by the following parties:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE

By: Michael Penn
Printed Name

Operations Administrator
Title

[Signature] 11/5/24
Signature Date

[Signature] 11/5/24
Witness Date

Certification Number: 2005-3503

By: Elizabeth Narverud
Printed Name of Landowner or Agent

Chairperson
Title

[Signature] 10-22-2024
Signature Date

[Signature] 10/22/24
Witness Date

352-754-4002
Telephone Number with Area Code

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Melissa Tartaglia, County Attorney's Office

I. Services for Fee

- A. **Burning Assistance** – Charges are for providing personnel and equipment to assist the landowner or his agent, hourly rates for all labor and actual equipment use, (Appendix A) will be charged. Transportation time or mileage will not be charged. A \$150 minimum charge per assist (visit or tract) will apply.*
- B. **Contract Burning** – For complete contract assistance, including planning and burning, a flat rate of \$20/acre for non-industrial, private, landowners (5,000 acres or less). Contract burning will be a flat fee of \$25/acre for industrial, government, and other corporate landowners such as timberland investment management organizations (TIMO). Fireline plowing will be an additional charge at the established rates. A \$150 minimum charge per assist (visit or tract) will apply.
- C. **Railroad Right-of-way Treatment** – Tractor, per hour costs will apply. A \$50 minimum charge per assist (visit) will apply.*

II. Fire line Plowing

Charges will be based on actual equipment work time (Appendix A). No transportation or labor is charged. A minimum charge of \$50 per assist (visit) will apply.*