

COOPERATIVE AGREEMENT  
FOR CONSERVATION AND DEVELOPMENT OF  
INTERTIDAL SHELLFISH RESOURCES  
ON MARINE CORPS RECRUIT DEPOT  
PARRIS ISLAND, SOUTH CAROLINA

This Cooperative Agreement provides for the protection, development, and management of the intertidal shellfish resources at the Marine Corps Recruit Depot, Parris Island, South Carolina.

The area covered by this Agreement includes that certain land and water area in Beaufort County, South Carolina, south of Archer's Creek and immediately adjacent to and surrounding Parris Island, beginning at the high water mark and extending outward to the channels of Port Royal Sound to the south, Broad River to the west, and Beaufort River to the east, all of which are a part of the land taken by proclamation of the President of the United States (No. 1472) dated August 7, 1918, issued pursuant to Act of Congress approval July 1, 1918.

This area is characterized by expanses of salt marsh (chiefly vegetated by Spartina alterniflora) intersected by tidal creeks, and intertidal shorelines and flats consisting of mud, or mud-sand and shell bottoms. Oyster bars are found along the shorelines of the creeks and rivers between the high and low water marks. The intertidal flats, shores and creeks also contain abundant populations of hard clams.

Whereas, the military authorities in charge of the Marine Corps Recruit Depot, Parris Island, South Carolina and the South Carolina Wildlife and Marine Resources Department have a mutual desire and interest that the shellfish populations of the Depot be properly managed and harvested on a long range basis; and

Whereas, it is necessary that the military, and the South Carolina Wildlife and Marine Resources Department agree upon certain matters to the end that the area can best be managed consistent with the military mission;

NOW FOR AND IN CONSIDERATION of the mutual promises of one part to the other, it is agreed:

The purpose of the Cooperative Agreement for the Depot is to:

- a. Protect and preserve the intertidal shellfish as vital elements of an optimum fish and wildlife program;
- b. Utilize and care for natural resources in the combination best serving the present and future needs of the United States and its people;
- c. Provide for optimum multiple use without jeopardizing the ecological stability of land and water areas and access thereto for the enjoyment of and use by the public in compliance with the natural resources policies

and goals of the United States except where the Commanding General of the Depot has made a specific finding that the overriding military mission requires a temporary or permanent suspension of such use; and

d. To establish and enhance community relations among the parties hereto and the general public.

#### ARTICLE I

The Depot agrees as follows:

a. The Commanding General will provide access for designated State Wildlife or Marine Conservation officials to accomplish the objectives of this agreement.

b. State conservation officials shall be provided identification card and pass permit (DD Form 1221) by the installation commander for use pursuant to this Agreement.

c. The land and water area covered by this Agreement is set forth on the map attached hereto and made a part hereof. Such area will be made available within the limitations of necessary safety and security regulations and existing land management programs for recreational and commercial shell-fishing mutually agreeable to the parties hereto. The Commanding General will provide assistance in carrying out State research management practices on the Depot.

d. Public participation in the harvests commensurate with military objectives shall be permitted, provided the shellfish population is sufficient to accommodate a greater number of persons than normally have access to the Depot for the purpose of shellfish harvesting. Members of the general public shall stand at par with each other.

e. Rules and regulations pertaining to shellfish harvesting at the Depot are attached hereto as enclosure (1) and made a part hereof. These will become a part of the Depot Fish and Wildlife Management Order.

f. This Agreement will be included as a part of the Depot Long Range Fish and Wildlife Plan.

#### ARTICLE II

The South Carolina Wildlife and Marine Resources Department agrees as follows:

a. To provide all necessary technical assistance for the establishment and development of a sound shellfish management program.

b. To survey and inventory the existing shellfish resources of the area as often as is necessary in order to manage the resource.

c. To establish a shellfish management plan, to include the issuance of commercial permits, the regulation of seasons, harvesting methods, and

limits in accordance with the statutory and regulatory authorization prescribed under Title 50, South Carolina Code of Laws, as amended, and in keeping with Depot policy regarding commercial shellfish harvesting. This plan will become a part of this Agreement when prepared and must be approved by the Depot before implementation. No fees are charged for the permits since a commercial license is required to obtain said permit. No portion of the license fee collected, or other compensation, will be paid the Depot.

d. To conduct patrols of the area and enforce the provisions of the appropriate shellfish laws and regulations.

e. To communicate commercial access by water routes, and otherwise coordinate shellfish management and regulatory activities with the appropriate personnel at the Depot.

f. To provide the Commanding General with a brief annual report of activities conducted by the State by 10 October of each year. Such report shall include the results of any surveys conducted during the year, number permits issued, reported commercial harvests, recommendations to the Depot, and other information of interest.

### ARTICLE III

This Agreement will be in effect indefinitely, but may be modified or amended by mutual agreement by the authorized representatives of the agencies; providing, however, that the Commanding General, upon written notice to the Executive Director, South Carolina Wildlife and Marine Resources Department, shall have the right to terminate this Agreement in whole or in part at any time when, in the opinion of the Commanding General, the primary mission of the Depot or other requirements of the National Defense make it necessary to do so. Only mutual agreement by the Commanding General and the Executive Director may terminate this Agreement for other reasons.

JAN 27 1978

Date

9 FEB 1978

Date



COMMANDING GENERAL

Marine Corps Recruit Depot  
Parris Island, South Carolina



EXECUTIVE DIRECTOR

Wildlife and Marine Resources Dept.  
State of South Carolina