

Memorandum Of Understanding

Between

United States Department of Interior
National Park Service
Ozark National Scenic Riverways

and

The Nature Conservancy
Missouri Ozarks Office

This agreement is made and entered into pursuant to the provisions to Section 5 (a) of the Act of August 27, 1964, 16 USC sect. 460m-4, which authorizes the formation of agreements between Federal, State and other organizations for the purpose of developing programs for “preservation and enhancement of the natural beauty of the landscape, and for the conservation of outdoor resources in the watersheds of the Current and Jacks Fork Rivers.”

This Agreement is entered into between the United States Department of Interior, National Park Service, Ozark National Scenic Riverways, hereinafter referred to as the “Park” and The Nature Conservancy, hereinafter referred to as the “Conservancy”.

WITNESSETH:

Now, therefore, in consideration of the mutual promises set out below, the parties agree that;

WHEREAS, the Conservancy’s mission is to preserve plants, animals and natural communities that represent the diversity of life on earth by protecting the lands and water they need to survive; and

WHEREAS, the Conservancy owns and manages the largest private system of natural sanctuaries in the world, of which some 7,100 acres borders Ozark National Scenic Riverways, and

WHEREAS, the Park manages over 65,000 acres in the Ozark National Scenic Riverways, which contains a diverse array of plants, animals and natural communities; and

WHEREAS, proper management of many Conservancy and Park lands requires the use of management ignited prescribed fire over large areas and across both parties boundaries; and

WHEREAS, the Conservancy and the Park have expertise in prescribed fire and fire management; and

WHEREAS, the Conservancy and the Park currently employ or have under contract personnel and equipment capable of performing prescribed fire; and

WHEREAS, it will be of mutual benefit for both parties to combine personnel and equipment on certain management ignited prescribed burn projects.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Personnel and equipment shall be provided by the Park to the Conservancy, or the Conservancy to the Park, as requested. Release of personnel and equipment to the other party shall be at the discretion of the Park Fire Management Officer or Conservancy Reserve Manager depending on the others workload, priorities and fire danger. Personnel and equipment may be used for:
 - a. Technical assistance including preparation or review of fire management plans and prescribed burn plans.
 - b. Preburn preparation including vegetation and fuel load sampling, control line construction and maintenance, environmental monitoring and fuels manipulation.
 - c. Burn implementation including project supervision, ignition, holding, fire behavior and weather monitoring, and mop-up.
 - d. Post burn fire effects monitoring, evaluation, data management and storage.
2. The party requesting assistance to burn on that party's land shall provide the staff to perform as the prescribed burn boss and shall be responsible to produce the prescribed burn plan. In the event that each party's land will be burned in one prescribed burn, then the prescribed burn boss shall be provided, and the prescribed burn plan completed, by mutual agreement of both the Conservancy and the Park. The assisting party will be given an opportunity to assist in the development of the individual prescribed burn plans, or review and provide comments to the administering party. The prescribed burn plan will clearly state the individuals to be assigned responsibilities of prescribed burn boss, ignition specialist, holding specialist, and fire behavior and weather specialist. Contingency planning in the event of an escaped fire will be an essential element of each plan.

3. A Chief of Party will be designated for the assisting party's personnel and equipment. The Chief of Party will work closely with the host unit's prescribed burn boss. If the Chief of Party determines that the proposed burn is unsafe or has serious concerns about the advisability of burning, and is unable to reach a satisfactory agreement with the burn boss to rectify the situation, he or she retains the option of withdrawing the assisting party's personnel and equipment.
4. Each party will provide for the salary and cost of its own personnel and the operation and maintenance of its own equipment.
5. Each party shall honor the prescribed burn qualification standards of the cooperating party for that party's employees. Park employees will adhere to National Wildfire Coordinating Group (NWCG) standards; Conservancy employees will adhere to Chapter 2.3.2 of the Fire Management Manual of The Nature Conservancy.
6. All aircraft and pilots used to transport Park personnel or directly controlled by the Park shall be certified by the Office of Aircraft Services prior to use.
7. Each of the parties waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in the consequence of the performance of this Agreement.
8. It is understood that employees of the Federal Government assisting in prescribed burns on Conservancy lands are to be considered as employees of the Federal Government and not of The Nature Conservancy.
9. It is understood that for purposes of the Conservancy's workers compensation coverage, employees of the Conservancy assisting in prescribed burns on Federal Lands are considered as employees of The Nature Conservancy and not the Federal Government.
10. Nothing herein contained shall be construed as binding the Park to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for that fiscal year, or to involve the Park in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

REQUIRED CLAUSES

Nondiscrimination: All activities pursuant to this Agreement shall be in compliance with the requirements of the Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964 (78 Stat. 252: U.S.C. 2000d et seq.) and with all other federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicapped, religion, or sex in employment and in providing facilities and services to the people.

Official not to benefit: No member of or delegate to Congress, or resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ENACTMENT AND DURATION

This Agreement will be effective on January 1, 1998 and will continue in effect for a period of five years. The Agreement will be reviewed annually, beginning January 1, 1999, and may be amended as needed. The Agreement may be terminated by either party thirty days following written notification to the other party.

IN WITNESS WHEREOF, the said parties hereunto subscribe their names.

Ozark National Scenic Riverways

The Nature Conservancy

Superintendent

Lower Ozarks Project Director

Date

Date

Missouri State Director

Date