

FIRE MANAGEMENT AGREEMENT  
Between  
THE MASSACHUSETTS ARMY NATIONAL GUARD  
and  
THE NATURE CONSERVANCY

This Cooperative Agreement is made and entered into between the Massachusetts Army National Guard, maintaining a principal office at Building 3468, Camp Edwards, MA 02542 (“MAARNG”), and The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia and having a Massachusetts Field Office at 205 Portland Street, Suite 400, Boston, MA 02114-1708 (“the Conservancy”). The purpose of this Agreement is to facilitate the cooperation of the two parties in the use of fire management to maintain and restore wildlife habitats, ecosystems, and endangered or threatened species. This Agreement provides for the limited exchange of personnel, equipment, information, and funds to obtain this goal.

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 more than twenty preserves in the Commonwealth of Massachusetts; and

WHEREAS, one of MAARNG’s missions is to protect the nature of Camp Edwards; and

WHEREAS, MAARNG at Camp Edwards manages over 15,000 acres of land that contains a diverse array of plants and animals; and

WHEREAS, proper management of many Conservancy and MAARNG lands requires the use of fire management; and

WHEREAS, the Conservancy and MAARNG have expertise in fire management; and

WHEREAS, MAARNG and the Conservancy currently employ or have under contract personnel and equipment capable of performing fire management activities; and

WHEREAS, it will be of mutual benefit of both parties to combine resources on certain fire management projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. During the term of this Agreement, the Conservancy and MAARNG may each provide prescribed fire assistance to the other party, in the form of personnel and/or equipment, at the sole discretion of the assisting party. Either party may be responsible for supervising a particular prescribed fire, as the parties may agree,

including providing the burn boss (or other project supervisor), and otherwise implementing the fire. Such party shall be referred to herein as the "Lead Party" for such fire, and the other party shall be referred to as the "Cooperating Party".

2. Either party may provide a variety of services to the other, including:
  - A. Technical assistance, including preparation or review of fire management documents such as fire management plans and prescribed burn plans, instruction of fire management courses, and repair and maintenance of fire management equipment;
  - B. Preburn preparations, including vegetation and fuel load sampling, control line construction and maintenance, and fuels manipulation;
  - C. Lead Party services, including burn implementation, burn bossing, ignition, holding, suppression activities, monitoring of fire behavior, weather monitoring, and mop-up
  - D. Fire effects monitoring and evaluation.
3. In the event that MAARNG or the Conservancy requests that the other party be the Lead Party for a particular prescribed burn on land owned by a third party, before the fire is initiated the party requesting assistance shall provide to the Lead Party written permission from the landowner to conduct fire management on the landowner's property.
4. For activities outlined in this agreement, radio frequencies may be shared between the two participating organizations. Each organization must adhere to the restrictions and guidelines outlined by the Federal Communications Commission's license for the frequency being used.
5. Each organization shall follow its own standards with respect to the necessary qualifications of such organization's crew members, including burn bosses and incident commanders. The Lead Party for each prescribed burn shall be entitled, but not obligated, to review the training, experience, and physical fitness of all burn crew members of the Cooperating Party to ensure that each crew member meets the minimum standards of the Lead Party, and shall have the right to deny participation to any individual who does not meet such standards.
6. The burn boss for each prescribed fire shall also be the incident commander for that fire, unless otherwise agreed upon by the parties.
7. The Cooperating Party for each prescribed fire shall designate a chief-of-party, who shall be primarily responsible for the Cooperating Party's personnel and equipment during such fire. The chief-of-party shall work closely with the Lead Party's prescribed burn boss, project supervisor, or incident commander. Prior to the

initiation of any prescribed fire, the Cooperating Party shall provide to the Lead Party a list of the Cooperating Party's staff, volunteers and equipment that will be involved in such activities.

8. If at any time the chief-of-party of the Cooperating Party determines that a particular burn or other work is unsafe, or has serious concerns about the advisability of burning or conducting such work, and is unable to reach a satisfactory agreement with the burn boss, project supervisor, or incident commander of the Lead Party so as to rectify the situation, the Cooperating Party shall have the right to withdraw its assistance from such burn or other work; provided, however, that the Cooperating Party shall under no circumstances withdraw such assistance at any time that fire is on the ground (whether due to a test fire, prescribed fire or wildfire).
9. Annually, prior to the initiation of fire season, each party shall develop a list of such party's priority prescribed burns and other related projects, and shall distribute such list to the other party.
10. Each party shall be responsible for paying the salaries of its own personnel and for maintaining its own equipment. However, nothing contained herein shall prevent MAARNG and the Conservancy from agreeing to share funding or other services not provided for in this agreement, provided that any such agreement shall be specified in a separate document or amendment to this agreement.

MAARNG shall hold harmless, indemnify, and defend the Conservancy from any and all liabilities, injuries, losses, damages, judgments, costs, expenses of every kind, and fees, including reasonable attorney's fees actually incurred, that the Conservancy may suffer or incur as a result of or arising out of the negligent act or omission of the MAARNG, its employees, contractors, volunteers or agents. The Conservancy agrees to hold harmless, indemnify, and defend MAARNG from any and all liabilities, injuries, losses, damages, judgments, costs, expenses of every kind, and fees, including reasonable attorney's fees actually incurred, that MAARNG may suffer or incur as a result of or arising out of the negligent act or omission of the Conservancy, its employees, contractors, volunteers or agents.

11. It is understood that for the purpose of MAARNG's worker's compensation coverage, MAARNG's employees assisting in prescribed burns on Conservancy land are to be considered as employees of MAARNG and not the Conservancy's employees, and that for purposes of the Conservancy's worker's compensation coverage, employees of the Conservancy assisting in prescribed burns on MAARNG land are to be considered as employees of the Conservancy and not MAARNG.
12. The following individuals shall be the sole authorized representatives authorized to implement this agreement on behalf of their respective organizations:

MAARNG's Authorized Representative:  
Dr. Michael Ciaranca

Natural Resource Manager  
Massachusetts Army National Guard

The Conservancy Authorized Representative:

Joel R. Carlson

Fire Manager

Massachusetts Chapter of The Nature Conservancy

13. This Agreement shall be effective from the date hereof and will continue in effect for five years, unless earlier terminated by either party by giving at least thirty days written notification to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2003.

MASSACHUSETTS ARMY NATIONAL GUARD

By: \_\_\_\_\_

THE NATURE CONSERVANCY

By: \_\_\_\_\_