

FS Agreement No.	03-CS-11080100055
TNC Tax ID No.	53-024652

**Master Agreement # 03-CS-11080100055 - Supplemental Agreement No. 1**  
**between**  
**UNITED STATES DEPARTMENT OF AGRICULTURE - FOREST SERVICE**  
**and**  
**THE NATURE CONSERVANCY**

THIS SUPPLEMENTAL AGREEMENT is hereby made and entered into by and between The Nature Conservancy (TNC) and the USDA Forest Service (Forest Service) to further the purpose of Master Agreement # 03-CS-11080100055 signed by both parties effective August 11, 2003. The specific purpose of this Supplemental Agreement is to outline a mutually agreed upon project and to obligate the Forest Service's share of that project.

**I. Project Description:** To define specific desired ecological conditions relative to the shortleaf, longleaf, and upland hardwood systems on the Talladega National Forest (Talladega and Oakmulgee Divisions) and the Bankhead National Forest. Work shall focus on describing the forest and woodland communities for these systems and developing the management prescriptions for the appropriate role of fire within these systems. The parties will participate in and lead collaborative networks of academia and practitioners to better define specific fuels condition classes and/or plant compositions and abundances; and those actions needed to move these areas into an acceptable condition. Additional goals are to increase public understanding and appreciation of growing season burns; and to build capacities to increase treatment acres through partnerships and new technologies.

**II. The Forest Service Shall:**

- A. Provide leadership through the Oakmulgee, Talladega, Shoal Creek, and Bankhead Offices to support the goals of this project.
- B. Provide cash support to this program annually as outlined in the attached Financial Plan and in future financial plans.

**III. TNC Shall:**

- A. Provide leadership in the development and growth of this project through the Alabama Chapter office and in coordination with TNC national and regional programs.
- B. Develop a position; hire, and maintain a qualified person as an employee to serve as coordinator and liaison in the development and implementation of this project. This person shall be hired and report for work no later than September 1, 2004.

**IV. It is Mutually Understood and Agreed By and Between the Parties:**

- A. They will collaborate to develop a 5-year program of work tiered to implementing the project as described in Section I.
- B. They will meet bi-annually, or as needed, to develop goals and objectives for the project; to assess progress; and define project modifications, if appropriate.
- C. **AVAILABILITY OF FUNDS.** Forest Service funds in the amount listed on the attached financial plan are currently available for performance of this instrument. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond these funds, until additional funds are made available to the Forest Service and until TNC receives notice of availability by written modification by the Forest Service, at which time a new Financial Plan will be developed and become a part of this instrument via modification.
- D. **PAYMENT/REIMBURSEMENT.** The Forest Service shall reimburse TNC for the Forest Service's proportionate share of actual expenses incurred. No program income is anticipated from this project. TNC is approved to submit monthly billings(s). The Forest will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice will display TNC's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan. The invoice should be forwarded as follows:

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(list appropriate contact info here)

**C. Project Completion Date:** The activities described in this Supplement shall be completed by September 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement as of the date of last signature.

**The Nature Conservancy**

**USDA Forest Service**

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JEFF DANTER  
Executive Director,  
The Nature Conservancy, Alabama Chapter

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STEPHEN R. RICKERSON  
Forest Supervisor,  
National Forests in Alabama

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date