**MEMORANDUM OF**

**UNDERSTANDING (MOU)**

**APALACHICOLA REGIONAL**

**STEWARDSHIP ALLIANCE**

Participating Agencies/Organizations

Florida Fish and Wildlife Conservation Commission

Florida Department of Environmental Protection

Florida Division of Forestry

The Nature Conservancy

Northwest Florida Water Management District

U. S. Fish and Wildlife Service

U. S. Forest Service

Bureau of Land Management

National Interagency Prescribed Fire Training Center

**I. Background**

The Parties agree to collectively initiate and implement a strategy for the conservation and stewardship of the natural resources managed by the participants within the alliance known as the Apalachicola Regional Stewardship Alliance (ARSA) in northwest Florida. ARSA is a unique public/private landowner collaboration seeking to address conservation needs and opportunities on over one million acres in northwest Florida. Northwest Florida has been identified by The Nature Conservancy as a national “hot spot” of biodiversity due to the region’s remarkable assemblage of plants and animals and the threats posed by incompatible development and habitat fragmentation. This area encompassed by ARSA consists of the Apalachicola River corridor, barrier islands, a large portion of the Big Bend, and hundreds of thousands of acres of longleaf pine and wiregrass habitats (i.e. sandhill, mesic flatwoods, wet flatwoods and upland pine). This diverse and complex landscape is host toDepartment of Defense installations, a National Forest, two National Wildlife Refuges, State Forests and Wildlife Management Areas, State Parks and Coastal/Aquatic Managed Areas, Northwest Florida Water Management District properties and abundant forested privately owned properties.

Due to the complex and resource intensive nature of land management in the region, no one landowner or agency consistently has the capacity to address all of the stewardship issues that arise. However, it is recognized that within the group of participants, meaningful partnerships could be made for mutual benefit to address these land management challenges. Chief among these challenges for all Partners is prescribed fire. Not only is this activity complex and resource intensive, but also it is the most important ecological process for the majority of the ARSA region. With few exceptions, Florida’s plant and animal communities have co-evolved with the presence of routine and wide ranging fires. Once a product of natural ignitions, fire has in recent history been utilized as a tool first by the Native Americans, then by the European settlers. Because of this familiarity with fire, many of our native plant and animal species are now dependent upon the presence of various cycles of fire from the two to three year burning rotation of a longleaf pine-wire-grass savannah to the burn cycles of scrub and basin swamps which are measured in decades.

As responsible environmental managers, it is our mission to keep the natural process of fire within our remaining natural areas. Fire can be used as a method of ecosystem maintenance, to maintain a population of threatened plants or animals and as a successful method to reduce the natural buildup of flammable vegetation. The positive results of prescribed fire are consistently observed as large wildfires lose momentum when they spread into areas recently treated with prescribed fire. Also, cost relationships associated with fighting wildfire vs. applying prescribed fire have been estimated conservatively to be 50 to 1.

Although restoring the natural fire regime to partner lands is an important focus of ARSA; we also recognize that there are many other areas of land management expertise that could potentially be shared between alliance partners including the following:

* Ground cover restoration
* Hydrologic restoration
* Invasive exotic species control
* Rare species management
* Ecological monitoring
* Law enforcement
* Timber and/or vegetation management
* Cultural resources
* Visitor management
* Outreach and Public Affairs
* Volunteer Opportunities

Therefore all parties to this MOU may not necessarily be involved in fire management, or be able to participate in collaborative fire events, as discussed in a subsequent section of this MOU.

**II. Objectives**

This Memorandum of Understanding (MOU) is hereby entered into this \_\_\_\_ day of \_\_\_\_\_\_\_, 2010 between The Florida Department of Agriculture, Division of Forestry (FDOF), Florida Department of Environmental Protection, (DEP), the Florida Fish and Wildlife Conservation Commission (FWC), the US Fish and Wildlife Service (USFWS), US Forest Service (USFS), Bureau of Land Management (BLM), National Interagency Prescribed Fire Training Center, (PFTC), Northwest Florida Water Management District (NWFWMD) and The Nature Conservancy (TNC), (collectively, “Parties” or “Partners”), covering reciprocal fire use, as well as providing mutual assistance for other land management activities, sharing information, and communicating to the public our mutual management successes in meeting both individual and common goals related to this MOU. This MOU establishes the Apalachicola Regional Stewardship Alliance (ARSA), which will provide staffing and equipment to conduct prescribed fires on lands administered by the participating Parties, cooperate with fire training and education opportunities, and will promote public understanding and acceptance of prescribed fire in this region. In many instances a prescribed burning program is limited by its personnel, equipment, or local weather. It is the intent of this cooperative effort that by uniting skills, tools, and abilities that the combined burning accomplished by the ARSA will exceed the sum total of the respective agencies and entities on their own. This MOU also provides for the sharing of information concerning land management and ecosystem restoration techniques. Lastly, it is the intent that this MOU serve as a vehicle for sharing of resources to promote ground cover restoration. These resources could include but would not be limited to seed collecting and planting equipment, personnel, as well as providing sites for the collection of native ground cover seed.

**III. Goals**

(1) Protect, restore and manage lands that will sustain the high biodiversity of the region.

(2). Conduct biannual meetings (location to rotate amongst Partners) to share information concerning the land management expertise identified above, share updates related to ongoing projects and to discuss/schedule potential resource needs.

(3) Increase the fire management capacity of all Partners involved with this MOU.

(4) Continuously maintain a chairperson whose term will not exceed one year. Chair will rotate amongst participating Partners. Nominations and voting will be conducted at the end of each chairperson’s one-year term.

To achieve these goals within the ARSA, the Parties will, subject to each Party’s legal authorities, regulations, policies, programmatic priorities and availability of funding:

* Freely share land management expertise and resources as practicable and per agency/landowner policy.
  + Enhance communication and coordination among participants and other interested parties to identify opportunities for collaborative fire events. Among other benefits, this will facilitate coordination and operational success during emergency incidents such as wildfire and tropical weather.
* Seek federal, state, regional, local and private funding to support prescribed fire activities and training.
* Promote the education of interested private individuals and corporate landowners on fire management activities.
* Work to achieve landscape-level conservation through increased sharing of ecosystem management goals across agency boundaries.
* Provide opportunities for both prescribed fire and wildfire training for all participants in the form of standardized National Wildfire Coordinating Group (NWCG) training and on the ground mentoring.

**IV.** **Statement of Mutual Benefit and Interest**

The U. S. Fish and Wildlife Service desires to work with others to conserve, protect and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The Service desires to fulfill this mission by working in cooperation with agencies, individuals, non-profit organizations and other entities.

The U.S. Forest Service desires to support acquisition and management initiatives to deal more effectively with fire and fuels build up, invasive species, loss and fragmentation of open spaces, and unmanaged recreation as they relate to the adjoining Apalachicola National Forest and the Florida National Scenic Trail corridor.

The Florida Department of Environmental Protection desires to sustain biodiversity, protect water resources, link protected natural areas, and provide outdoor recreation opportunities to a growing population of residents and tourists.

The Florida Department of Agriculture and Consumer Services, Division of Forestry, desires to protect and manage Florida’s forest resources through a stewardship ethic assuring these natural resources will be restored, conserved and maintained so as to provide sustainable forest management, sound resource protection, and maximum responsible public access for recreational opportunities now and for future generations.

The Florida Fish and Wildlife Conservation Commission desires to create a sustainable and healthy future for Florida’s fish, wildlife, and their habitats and to provide recreational opportunities that foster stewardship of natural resources. FWC will contribute to a landscape-level approach by integrating its habitat management into the landscape matrix, leveraging partnerships and collaborating with other scientific disciplines.

The Northwest Florida Water Management District desires to conserve and protect water resources, including aquifer recharge area, wetlands, springs, lakes and streams, while providing public access, general public recreation and restoration and protection of habitats in their natural state and condition.

The Nature Conservancy desires to preserve the plants, animals, and natural communities that represent global diversity of life by protecting the lands and waters they need to survive. The Nature Conservancy will work with partners to preserve and manage high priority conservation areas and functioning natural systems across the ecoregion by cooperating in joint prescribed fires and joint fire training sessions.

The Bureau of Land Management desires to support partnerships and management initiatives that enhance habitat improvement for native and special status species, promote species recovery, use fire to restore and maintain fire dependent plant communities, use effective integrated pest management techniques to control invasive species, and reduce excessive fuels on forest lands.

The National Interagency Prescribed Fire Training Center desires to participate with hosting agencies and organizations to train prescribed fire specialists, and conduct prescribed fire operations in accordance with prescribed fire plans that address a wide-range of land management objectives set forth in Land Management Plans.

**V. Liability**

Each Party agrees that it will be responsible for any and all risks of personal injury and property damage attributable to the negligent acts or omissions of itself and its officers, employees, and agents acting within the scope of their employment to the extent provided by law. Nothing herein shall constitute a waiver of sovereign immunity under Florida Statute 768.28 or the Federal Tort Claims Act.

Each Party agrees that it will be responsible for repairs to its own equipment which may become damaged through negligent acts or normal wear and tear during the course of a prescribed burn or other land management activities or as a result of their employee’s actions. Damage to its equipment through negligent acts by another Partner’s employees will be reimbursed for the cost of repair to the equipment by the damaging Partner.

No Party, just by entering into this agreement, shall create or increase its liability. This provision is solely for the benefit of the Parties signing and shall not confer any rights to any persons not signing.

# VI. Prescribed Burning Operations and Responsibilities

1. Common Responsibilities
2. All prescribed burns performed under this MOU will be conducted in complete compliance with all laws regulating the use of prescribed fire; specifically Chapter 590.125(3) F.S., Chapter 5I-2.006 F.A.C. and, when applicable, the specific policies regarding prescribed burning of a Party. Specific prescribed burning policies of the Parties are listed in Appendix B. (Specific Agency/Organization Requirements)
3. Each Party to the MOU will be responsible for providing its own Personal Protective Equipment (PPE) for its participating employees.
   1. Required PPE minimums must be National Fire Protection Agency (NFPA) certified:

* Nomex clothing
* Hardhat
* Leather gloves
* Leather boots
* Eye protection
* Fire shelter
* Hand held radio

These minimums are for the general MOU only. More stringent requirements may apply on prescribed burns at sites of certain Parties to this MOU. See Appendix B (Specific Agency/Organization Requirements) for additional PPE needed for burns conducted with that specific Party to the MOU.

1. Minimum Training Requirements for Parties:

National Wildfire Coordinating Group (NWCG) Courses

a.

* S130 – Basic Wildland Fire Suppression
* S190 – Introduction to Wildland Fire Behavior
* I100 – Introduction to the Incident Command System
* L180 – Human Factors on the Fire Line

Or

* + Florida Inter-agency Basic Prescribed Fire Training Course

b. Burn boss must be state of Florida certified burner that has participated in at least 10 prescribed burns.

Specific training requirements may be needed to participate on prescribed burns at sites of certain Parties to this MOU. See Appendix B (Specific Agency/Organization Requirements) for training required for burns conducted with that specific Party to the MOU.

Parties to this MOU are encouraged to involve trainees in prescribed burning operations. In all cases, however, such persons will be identified as trainees and will work under the direct supervision of qualified personnel.

1. Prescribed burning assistance conducted under this MOU will not be reimbursable to any Party participating in ARSA unless otherwise provided through separate interagency agreements. Each Party will absorb the costs incurred by it in performing tasks associated with this initiative. Nothing contained herein shall be construed to limit any Party’s ability to apply for or receive any federal or state grants for work hereunder.
2. Responsibility of Requesting Party

1. The requesting Party will assume all responsibilities for prescribed burns conducted on its property or property for which it has management authority, including:

* Preparing burn prescriptions
* Preparing smoke screening plans and smoke mitigation
* Preparing site for burning and managing the burn
* Obtaining Prescribed Burn Permits or Authorizations

2. Prior to the burn, the requesting Party must supply the following to other Parties providing assistance with the burn:

* Burn operations plan and site map(s). Burn prescription will be provided if requested
* Safety and operational briefings
* Radio access for each person as deemed appropriate by the Burn Manager

3. The requesting Party will make every effort to have its own Certified Burn Manager in charge of the burn.

4. Any rented or contracted private sector resources (equipment or personnel) will be paid for by the Party ordering those resources.

5. Subject to the liability provisions of Section V, suppression costs for escaped prescribed burns conducted under this MOU will be paid by the Requesting Party.

1. Responsibility of Assisting Party

1. It shall be the goal of this working group that all Parties to this MOU will attempt to participate in at least two interagency prescribed burns per year. Participation is defined as providing available personnel and equipment to burn operations.

2. Parties providing assistance agree to work under the direction of the requesting Party or their designee(s) and will perform their duties in a safe and efficient manner.

**VII. Publicity & Media Relations**

Public relations and media contacts associated with any ARSA burning operations will be managed by the Party to this MOU managing the burn. During media events, every effort will be made to promote the cooperative, inter-agency nature of any burn being conducted by the ARSA. In order for one Party to use another Party’s name, logo or insignia on any published media, such as Web page, printed publication or audiovisual production, permission must be granted from such other Party. A written request must be submitted and approval granted in writing.

**VIII. Miscellaneous**

Nothing in this MOU authorizes any of the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, or property among the various agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

1. This MOU takes effect upon the signature of all parties and shall remain in effect for five years from the date of execution. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. Any Party to this MOU may terminate or withdraw membership at any time before the date of expiration by providing written notice to all other Parties to this MOU at the addresses set forth in Appendix A.
2. The terms and conditions contained in the MOU will be reviewed annually by participating Parties in order to consider possible changes to the MOU, including the addition of new Parties. Amendments to this MOU must be in writing and signed by all of the Parties hereto.
3. Any information furnished to any government agency under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552) and the public records laws of the State of Florida. This MOU in no way restricts any of the Parties from participating in similar activities with other public or private agencies, organizations, and individuals. All Parties will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a Party against the United States, its agencies, its officers, or any person.
4. Any communications affecting the operations covered by this MOU given by any of the parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Program Manager listed for that agency, at the address specified in Appendix A of this MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice (if specified therein), whichever is later.

1. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
2. AUTHORIZED REPRESENTATIVES. By signature below, the Partner certifies that the individuals listed in this document as representatives of the Partner are authorized to act in their respective areas for matters related to this MOU.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

# Appendix A: Participating Agency / Organization Contacts and \*Addresses

|  |  |
| --- | --- |
| **Florida Division of Forestry**  Ken Weber  Tallahassee Forestry Center Manager  865 Geddie Road  Tallahassee, FL 32304  850-414-1131 | **US Fish and Wildlife Service**  James Burnett  North Florida Refuges Complex Manager  P. O. Box 68  St. Marks, FL 32355  850-925-6121 |
| **Bureau of Land Management**  Bruce Dawson  Field Manager, Jackson Field Office  411 Briarwood Drive, Suite 404  Jackson , MS. 39206  601-977-5400 | **U.S. Forest Service**  Marcus Beard  Apalachicola National Forest District Ranger  57 Taff Drive  Crawfordville, FL 32327  850-926-3561 (Office)  850-570-9103 (Mobile) |
| **Florida Department of Environmental Protection**  Parks Small  Mail Station 530  3900 Commonwealth Blvd.  Tallahassee, FL 32399  850-245-3104 | **The Nature Conservancy**  Zachary Prusak  222 S. Westmonte Drive; Suite 300  Altamonte Springs, Fl 32714  407-682-3664 (Office) |
| **Florida Fish and Wildlife Conservation Commission**  Philip (Phil) D. Manor  Apalachicola River WEA Field Office  558 South Murphy Road  Wewahitchka, FL 32465  850-827-2934 (Office)  850-819-9534 (Mobile) | **National Interagency Prescribed Fire Training Center**  Mike Dueitt  Center Director  3250 Capital Circle SW  Tallahassee, FL 32310  850-523-8631 |
| **Northwest Florida Water Management District**  Tyler Macmillan  Chief, Bureau of Land Management Operations  81 Water Management Drive  Havana, FL 32333-4712  850-539-5999 |  |

**\*Address of where the document will be controlled.**

**Appendix B:**

**Specific Agency/Organization Requirements.**

**Agency/Organization Name**: Florida Division of Forestry

**Primary Point of Contact for Party:**

Name: Ken Weber

Position Title: Tallahassee Forestry Center Manager

Address: 865 Geddie Road

Tallahassee, FL 32304

Phone: 850-414-1131

**Additional PPE requirements (for parties helping your agency/organization).**

**Training requirements (for parties helping your agency/organization).**

S130 – Basic Wildland Fire Suppression, S190 – Introduction to Wildland Fire Behavior,

I100 – Introduction to the Incident Command System, and L180 – Human Factors on the Fireline (collectively)

Or

Florida Inter-agency Basic Prescribed Fire Training Course

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

* Prescribed fires conducted on DOF properties will require a DOF employee as burn boss and they must be qualified as a Certified Burn Manager

o       When burn parameters seem extreme or unsafe, DOF may opt out of participating in scheduled burns

o       DOF existing agreements will not be superseded by the ARSA agreement.  However any DOF participation in prescribed burns, in which fees are not assessed, will be considered as fulfilling the ARSA agreement

o       DOF aircraft is not offered for inclusion as potential shared resources.

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

**Appendix B:**

**Specific Agency/Organization Requirements.**

**Agency/Organization Name**: Florida Department of Environmental Protection (DEP)

**Primary Point of Contact for Party:**

Name: Parks Small

Position Title: Chief, Bureau of Natural and Cultural Resources

Address: Division of Recreation and Parks

Mail Station 530

3900 Commonwealth Blvd.

Tallahassee, FL 32399

Phone: 850-245-3104

**Additional PPE requirements (for parties helping your agency/organization).**

Requirements outlined in Section 6.2.a are acceptable; additional requirements may be

added on a case-by-case basis at the burn boss or site manager’s discretion in accordance

with DEP standards.

**Training requirements (for parties helping your agency/organization).**

Requirements outlined in Section 6.3.a are acceptable for crew; additional requirements

for crew boss or burn boss may be added on a case-by-case basis at the burn boss or site

manager’s discretion in accordance with DEP standards.

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

No DEP vehicles will be loaned unless operated by a DEP employee.

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

None

**Appendix B:**

**Specific Agency/Organization Requirements.**

**Agency/Organization Name**: FL Fish and Wildlife Conservation Commission

**Primary Point of Contact for Party:**

Name: Philip (Phil) D. Manor

Position Title: District Biologist – Northwest Region/Eastern District

Address: Apalachicola River WEA Field Office

558 South Murphy Road

Wewahitchka, FL 32465

Phone: 850-827-2934 (Office)

850-819-9534 (Mobile)

**Additional PPE requirements (for parties helping your agency/organization).**

**Training requirements (for parties helping your agency/organization).**

S130 – Basic Wildland Fire Suppression, S190 – Introduction to Wildland Fire Behavior,

I100 – Introduction to the Incident Command System, and Standards for Survival (collectively)

Or

Florida Inter-agency Basic Prescribed Fire Training Course

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

Any loan of motor-operated equipment by the Florida Fish and Wildlife Conservation

Commission must be accompanied by an agency employee-operator.

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

**Appendix B:**

**Specific Agency/Organization Requirements**

**Agency/Organization Name**: Northwest Florida Water Management District

**Primary Point of Contact for Party**

Name: Tyler Macmillan

Position Title: Chief, Bureau of Land Management Operations

Address: 81 Water Management Drive

Havana, FL 32333-4712

Phone: (850) 539-5999

**Additional PPE requirements (for parties helping your agency/organization).**

Same as listed in Section IV.A.2a.

**Training requirements (for parties helping your agency/organization).**

S130 – Basic Wildland Fire Suppression, S190 – Introduction to Wildland Fire Behavior,

I100 – Introduction to the Incident Command System, and Standards for Survival (collectively)

Or

Florida Inter-agency Basic Prescribed Fire Training Course

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

**Appendix B:**

**Specific Agency/Organization Requirements**

**Agency/Organization Name**: Apalachicola National Forest

**Primary Point of Contact for Party**

Name: Marcus Beard

Position Title: District Ranger

Address: 57 Taff Drive, Crawfordville, FL 32327

Phone: 850-926-3561

**Additional PPE requirements (for parties helping your agency/organization).**

Standard PPE requirements required for all resources. Handheld radios are issued for

in accordance with “Redbook” (Interagency Standards for Fire and Fire Aviation Operations

NFES 2424) guidance on supervisory span of control, but not all personnel will have a radio.

**Training requirements (for parties helping your agency/organization).**

S130 – Basic Wildland Fire Suppression, S190 – Introduction to Wildland Fire Behavior,

I100 – Introduction to the Incident Command System, and Standards for Survival

Only NWCG PMS 310-1 fully-qualified personnel and trainees shall be engaged in interagency wildland and prescribed fire operations. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

Prescribed fires conducted on USFS lands will require a USFS employee as burn boss.

When two or more burn parameters are extreme, USFS may opt out of participating in scheduled burn.

USFS aircraft or leased aircraft is not offered for inclusion as potential shared resources.

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

The parties shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

Any of the parties’ contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of that party’s products or activities.

Any of the parties shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should any of the parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

**Appendix B:**

**Specific Agency/Organization Requirements**

**Agency/Organization Name**: The Nature Conservancy

**Primary Point of Contact for Party**

Name: Zachary Prusak

Position Title: Fire Manager

Address: 222 S. Westmonte Dr, Suite 300

Altamonte Springs, Fl, 32714

Phone: (407) 682-3664

**Additional PPE requirements (for parties helping your agency/organization).**

Standard PPE requirements needed for all resources.

**Training requirements (for parties helping your agency/organization).**

S130 – Basic Wildland Fire Suppression, S190 – Introduction to Wildland Fire Behavior,

I100 – Introduction to the Incident Command System, and Standards for Survival (collectively)

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

**Appendix B:**

**Specific Agency/Organization Requirements**

**Agency/Organization Name**: Bureau of Land Management

**Primary Point of Contact for Party**

Name: Bruce Dawson

Position Title: Field Manager, Jackson Field Office

Address: 411 Briarwood Drive, Suite 404

Jackson, MS. 39206

Phone: 601-977-5400

**Additional PPE requirements (for parties helping your agency/organization).**

Standard PPE requirements required for all resources. Handheld radios are issued for

in accordance with “Redbook” (Interagency Standards for Fire and Fire Aviation

Operations NFES 2424) guidance on supervisory span of control, but not all personnel will

have a radio.

**Training requirements (for parties helping your agency/organization).**

* S130- Basic Fire Suppression
* S190- Introduction to Wildland Fire Behavior
* I100- Introduction to the Incident Command System
* L180 Human Factors on the Fireline
* Standards for Survival
* At least one certified burner acting as a burn boss that has participated in at least 10 prescribed burns.
* One certified ignition specialist.

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

**Appendix B:**

**Specific Agency/Organization Requirements**

**Agency/Organization Name**: US Fish & Wildlife Service

**Primary Point of Contact for Party**

Name: James Burnett

Position Title: North Florida Refuges Complex Manager

Address: P. O. Box 68, St. Marks, FL 32355

Phone: 850-925-6121

**Additional PPE requirements (for parties helping your agency/organization).**

Standard PPE requirements required for all resources. Handheld radios are issued for

in accordance with “Redbook” (Interagency Standards for Fire and Fire Aviation Operations

NFES 2424) guidance on supervisory span of control, but not all personnel will have a

radio.

**Training requirements (for parties helping your agency/organization).**

S130 – Basic Wildland Fire Suppression, S190 – Introduction to Wildland Fire Behavior,

I100 – Introduction to the Incident Command System, and Standards for Survival

(Collectively). Only NWCG PMS 310-1 fully-qualified personnel and trainees shall be

engaged in interagency wildland and prescribed fire operations. Signatories to the

NWCG recognize the qualifications of the other signing agency’s or organization’s

personnel. Contractors and consultants hired by the USFWS must meet PMS 310-1

qualifications for the position they will be filling.

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

When a USFWS employee is requested to serve as a Prescribed Burn Boss for a

cooperating organization, a written Prescribed Burn Plan is required, and must meet the

content requirements of the Interagency Prescribed Burn Plan Template. The written

Prescribed Burn Plan shall contain a listing of contingency resources and the standard

operating procedures for converting or transitioning a prescribed burn to a wildfire.

\_

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

The FWS can treat fuels on private lands under the authority of the Wyden Amendment

which is Codified in the Title 16, Chapter 18, Section 1011 of the Code of Federal

Regulations or the Interior Appropriation Act. To comply with the CFR there must be a

signed agreement between the FWS and the specific private landowner. The roles,

responsibilities, and risk and liability concerns need to be reflected in an appropriate

formal agreement between the FWS and the specific landowner.

The FWS’s Partners for Fish & Wildlife program under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), Fish and Wildlife Coordination Act 16 U.S.C. 742a-j), and partners for Fish and Wildlife Act of 2006 (16 U.S.C. 3771 et seq.) provides opportunity for additional prescribed burning assistance and an appropriate funding mechanism to private

landowners under appropriate formal agreement.

**Federal personnel engaged in fire operations must be supervised by NWCG-qualified**

**individuals or by individuals authorized to perform such duties by an organization**

**that is a signatory to the NWCG**.

**Appendix B:**

**Specific Agency/Organization Requirements**

**Agency/Organization Name**: National Interagency Prescribed Fire Training Center

**Primary Point of Contact for Party**

Name: Mike Dueitt

Position Title: Center Director

Address: 3250 Capital Circle SW, Tallahassee, FL 32310

Phone: 850-523-8631 Cell Phone: 850-766-1254

**Additional PPE requirements (for parties helping your agency/organization).**

Standard PPE requirements required for all resources. Handheld radios are issued for

in accordance with “Redbook” (Interagency Standards for Fire and Fire Aviation Operations

NFES 2424) guidance on supervisory span of control, but not all personnel will have a radio.

**Training requirements (for parties helping your agency/organization).**

NWCG PMS 310-1.

S130 – Basic Wildland Fire Suppression, S190 – Introduction to Wildland Fire Behavior,

I100 – Introduction to the Incident Command System, and Standards for Survival

(Collectively). Only NWCG PMS 310-1 fully-qualified personnel and trainees shall be

engaged in interagency wildland and prescribed fire operations. Signatories to the

NWCG recognize the qualifications of the other signing agency’s or organization’s

personnel.

**Additional rules or stipulations regarding equipment/personnel lending to other agencies/organizations.**

When a NIPFTC team member is requested to serve as a Prescribed Burn Boss for a

cooperating organization, a written Prescribed Burn Plan is required, and must meet the

content requirements of the Interagency Prescribed Burn Plan Template. The written

Prescribed Burn Plan shall contain a listing of contingency resources and the standard

operating procedures for converting or transitioning a prescribed burn to a wildfire.

**Further Partner specific concerns, regulations, requirements, or information not addressed or mentioned in main body of MOU document.**

NIPFTC teams will have a designated Chief of Party. In the event that the Chief of Party

determines that the prescribed burn project can not be safely implemented, or has serious

concerns about the advisability of burning, and is unable to reach agreement to rectify the

situation, he or she reserves the right to decline participation.

**Federal personnel engaged in fire operations must be supervised by NWCG-qualified**

**individuals or by individuals authorized to perform such duties by an organization**

**that is a signatory to the NWCG**.

**Signature Page**

|  |  |
| --- | --- |
| **Approved:**  **Agency/Org: US Forest Service**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_  Susan Matthews Date Forest Supervisor National Forests in Florida  USDA Forest Service National Forests in Florida  325 John Knox Road Suite F-100 Tallahassee, FL 32303 | **Approved:**  **Agency/Org: US Fish & Wildlife Service**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_  Donald H. Calder Date  Chief, Division of Contracting & General Services  US Fish & Wildlife Service  Southeast Region  1875 Century Blvd NE, Suite 400  Atlanta, GA 30345 |
| **Approved:**  **Agency/Org: Florida Fish and Wildlife Conservation Commission**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_  Nick Wiley Date Executive Director  Florida Fish and Wildlife Conservation Commission  620 S. Meridian St.  Tallahassee, FL 32399-1600 | **Approved:**  **Agency/Org: Florida Department of Environmental Protection**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_  Bob G. Ballard Date Deputy Secretary  Office of Land and Recreation  Douglas Bldg. 1021 D  3900 Commonwealth Blvd.  Tallahassee, FL 32399-3000 |
| **Approved:**  **Agency/Org: Florida Division of Forestry**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_  Mike Gresham Date Director of Administration  Florida Department of Agriculture and Consumer Services – Division of Forestry  407 South Calhoun Street  Tallahassee, FL 32399-0800  **Approved:**  **Agency/Org: Northwest Florida Water Management District**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Douglas E. Barr Date Executive Director  81 Water Management Drive  Havana, FL 32333-4712 | **Approved:**  **Agency/Org: The Nature Conservancy**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_  Jeff Danter Date State Director  The Nature Conservancy  222 South Westmonte Drive, Suite 300  Altamonte Springs, FL 32714-4269  **Approved:**  **Agency/Org: National Interagency Prescribed Fire Training Center**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_  Mike Dueitt Date  Center Director  3250 Capital Circle SW  Tallahassee, FL 32310 |
| **Approved:**  **Agency/Org: Bureau of Land Management**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_  Bruce Dawson Date  Field Manager, Jackson Field Office  411 Briarwood Drive, Suite 404  Jackson , MS. 39206 |  |