

**MEMORANDUM OF UNDERSTANDING
Between the
MISSOURI DEPARTMENT OF CONSERVATION
and
JACKSON COUNTY, MISSOURI**

ORIGINAL

This Memorandum of Understanding (MOU) is between the Missouri Department of Conservation (MDC) and Jackson County, Missouri, acting through Jackson County Parks + Rec (JCPR), with a principal place of business located at 22807 Woods Chapel Road, Blue Springs, MO, 64015. JCPR is a county agency which administers a system of public parklands, and MDC is the managing agency over the state's conservation areas. The purpose of this agreement is to allow for conducting management activities, specifically prescribed burns, at Blue River Glades Natural Area and at Blue Springs Lake Glade.

MDC shall:

A. Assume a leadership role in the management of Blue River Glades Natural Area, one of the most botanically diverse sites in the Kansas City metro area and at the glade community at Blue Springs Lake, home of the only extant population of the Eastern collared lizard in Jackson County. Management activities shall include:

1. Writing plans and providing scheduling dates for prescribed burns to be approved by both parties.
2. Overseeing construction of firelines.
3. Contacting authorities prior to conducting burns.
4. Assembling crews and equipment for burns.
5. Overseeing any mop-up/post-burn work.
6. Assembling crews, equipment and overseeing organized workdays to eliminate exotic invasive species and woody succession.

JCPR shall:

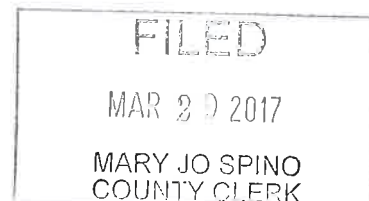
A. Supply support staff for management activities including but not limited to:

1. Providing trained crew members for prescribed burn teams.
2. Assisting with fireline construction and invasive species removal as needed.

JCPR and MDC mutually agree that:

A. PURPOSE OF MOU

The purpose of the MOU is to provide consistent management of two fire-maintained natural communities on county owned or managed public park land in Jackson County, Missouri. MDC and JCPR will work cooperatively to manage the natural resources of these two regionally significant areas, with MDC assuming the leadership role in planning and conducting prescribed burning and invasive species removal on the sites.



B. AGREEMENT CONTACTS

The JCPR Deputy Director and the MDC Wildlife KC Regional Supervisor will serve as the points of contact for the coordination of activities authorized under this MOU.

Missouri Department of Conservation

Kelly English
Wildlife Division, Accounting Technician
P.O. Box 180
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Debra Burns
Wildlife KC Regional Supervisor
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Jackson County Parks + Rec

Brian Nowotny
Deputy Director, Park Operations
22807 Woods Chapel Road
Blue Springs, MO 64015
(816) 503-4803
BPNowotny@jacksongov.org

C. APPLICABLE LAWS AND REGULATIONS

Each party will be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other parties and the results thereof. Each party, therefore, agrees to the extent allowed by law, that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting from any operations or conduct of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting premises under or pursuant to this MOU. The parties' liability shall be governed by applicable federal, state and local laws. Nothing contained in this MOU shall be construed as a waiver of any immunity any governmental entity may enjoy under the law. JCPR and MDC will release and hold each other harmless from any actions taken during the implementation of this project.

D. AGREEMENT PERIOD, AMENDMENTS, or TERMINATION

This MOU shall be in effect on the last date signed by both parties and shall remain in effect for five years thereafter. This MOU shall be reviewed every five (5) years and automatically renewed unless otherwise terminated or modified with the approval and written consent of both parties. This MOU may be amended at any time by the mutual written agreement of both parties. Either party may terminate this MOU by providing a 60 day written notice to the other party.

E. NON-FUND OBLIGATING DOCUMENT


Nothing in this MOU shall be construed as obligating either party for the expenditure of funds or for the future payment of money. Such endeavors shall be outlined in separate cooperative agreements that shall be made in writing by the parties and shall be independently authorized by appropriate statutory authority. This instrument does not establish authority for noncompetitive awards to JCPR of any contract or other agreements.

F. APPROVAL

The parties hereby accept and endorse all of the provisions set forth in this MOU, as executed below by the authorized representatives of JCPR and MDC as of the last date signed below.

MISSOURI DEPARTMENT OF CONSERVATION

MOA

By: 
Jason Summers, Wildlife Division Chief

Date: 2/15/17

APPROVED AS TO FORM:

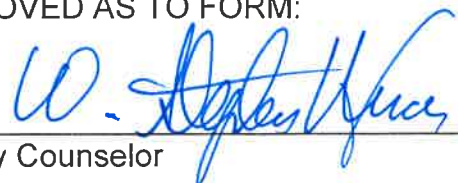
By: 
Jennifer Frazier, MDC General Counsel

JACKSON COUNTY, MISSOURI

By: 
Frank White Jr., Jackson County Executive

Date: 3/29/17

APPROVED AS TO FORM:

By: 
County Counselor

ATTEST:


Clerk of the County Legislature

Blue Springs Lake Glade



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the

Blue River Glades Natural Area



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