United States Department of the Interior

NATIONAL PARK SERVICE
Human Resources Office
Yosemite National Park
P.O. Box 700-W
El Portal, California 95318

IN REPLY REFER TO:

A44 (YOSE-8812)

Samuel J. Traina
Director, SNRI
Professor of Natural Science
UC Merced
PO Box 2039
Merced, CA 95344

Dear Professor Traina:

Enclosed is a copy of Modification 0001 to Memorandum of Understanding Number G8801-04-0005 between the United States Department of the Interior, National Park Service, Yosemite National Park, Sequoia and Kings Canyon National Parks and the University of California Merced.

Sincerely,

[Signature]

Lorene F. Schafer
Management Analyst

Enclosure
Modification Number 0001 to
Memorandum of Understanding (MOU)
between
The United States Department of the Interior
National Park Service
Yosemite National Park, Sequoia and Kings Canyon National Parks
and
The University of California, Merced

GENERAL

MOU Number G8801-04-0005 is modified to update Yosemite National Park key official information and authorizing signatures.

MODIFICATION

1. ARTICLE V – KEY OFFICIALS is modified to the following:

Delete:
Jerry M. Mitchell

Add:
David T. Humphrey, Agreement Technical Representative (ATR)
Branch Chief, History, Architecture & Landscapes
Division of Resources Management & Science
Yosemite National Park
PO Box 700-W
El Portal, California 95318

209.379.1029
209.379.1452 (Fax)

2. ARTICLE VIII – AUTHORIZING SIGNATURES is modified to the following:

FOR UNIVERSITY OF CALIFORNIA, FOR SEQUOIA/KINGS CANYON FOR YOSEMITE
MERCED NATIONAL PARKS NATIONAL PARK

Steve (Sung-Mo) Kang Craig C. Axtell Michael J. Tollefson
Chancellor Superintendent Superintendent

All other provisions remain unchanged.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the date(s) set forth below.

FOR UNIVERSITY OF CALIFORNIA, MERCED

[Signature]
Steve (Sung-Mo) Kang
Chancellor
July 24, 2008
Date

FOR THE NATIONAL PARK SERVICE

[Signature]
Michael J. Tollefson
Superintendent
9/5/08
Date

FOR SEQUOIA/KINGS CANYON NATIONAL PARKS

[Signature]
Craig C. Axtell
Superintendent
11/30/08
Date
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK, SEQUOIA AND KINGS CANYON NATIONAL PARKS,
AND
THE UNIVERSITY OF CALIFORNIA MERCED

ARTICLE I - BACKGROUND AND OBJECTIVES

WHEREAS, the University of California Merced (UC Merced) is the tenth campus of the University of California, an institution created by the State of California in 1868 to impart higher education and to plan and carry out research programs for the purpose of the preservation and extension of knowledge, including the awarding of advanced degrees at the M.A., M.S., Ph.D., and professional levels.

WHEREAS, UC Merced is the first American research university built in the 21st century, and the development of a new research university presents unique partnership opportunities to explore new avenues for education and research.

WHEREAS, Yosemite Valley and the Mariposa Big Tree Grove represented America's first great landscape to be set aside as a public preserve for future generations, and throughout its history, Yosemite National Park has had a role in developing new approaches to national park preservation and management.

WHEREAS, Sequoia, the first national park in California, and Kings Canyon National Parks were established to preserve, in their natural condition, the Giant Sequoia and other natural curiosities and wonders, and in so doing, have been at the forefront of advancing scientific research in the areas of wildland fire and ecology, and integrating knowledge gained into the management of national park resources.

WHEREAS, the National Park Service (NPS) endeavors to expand the role of the Parks as living laboratories. Partnerships with academic institutions will help in this expansion by broadening access to sources of new information, ideas, and individuals in support of park research and management.
WHEREAS, the building of a new University of California campus near Yosemite National Park and Sequoia and Kings Canyon National Parks (the Parks) offers the opportunity to take the next step in collaborating with higher education by engaging in a range of mutually beneficial research and education activities that also build on partnerships with the Parks and other federal and state agencies responsible for stewardship of Sierra Nevada resources.

WHEREAS, UC Merced can be a source of valuable, innovative ideas and technologies for addressing problems of great national and international significance in natural resource sciences, management, and policy. To promote its role in environmental problem solving, UC Merced has created the Sierra Nevada Research Institute that capitalizes on UC Merced’s unique geographical location at the intersection of the San Joaquin Valley and Sierra Nevada Range. This institute is designed to conduct pertinent natural science, engineering, social science, management, and policy research in the Valley and Range region and by so doing, to provide new knowledge that is essential to the region and a significant contribution to understanding global problems; and to create a basis on which undergraduate, graduate, and postdoctoral educational programs can be built, with the potential to train the resource managers of the future.

WHEREAS, partnerships with federal and state agencies responsible for Sierra lands will greatly strengthen this education and research focus by alloying university scientists with resource managers and agency research scientists. The goal of such partnerships would be to foster training and research that crosses disciplinary and organizational boundaries and is mutually beneficial.

Now therefore the parties state their mutual understandings as follows:

ARTICLE II – AUTHORITY

The authority for this Agreement is 16 U.S.C. §§ 1-3.

ARTICLE III - STATEMENT OF WORK

A. The UC Merced shall maintain a Sierra Nevada Research Institute which will have as a goal to understand better, through laboratory and field-based science and social science, the physical, biological, environmental, social, and economic issues that affect the Sierra Nevada and San Joaquin Valley, including the interactions among these issues. In the support of the SNRI and the partnership, the university agrees to:

1. Manage and maintain facilities assigned as research stations in the Parks;

2. Host the University of California, national and international research community through the provision of research facilities and/or temporary housing in support of research and education activities; and
3. Coordinate a program of research, guided by SNRI emphases and Park management needs, and communicated to the research community in accordance with established policies for the use of NPS facilities and resources.

B. The Parks shall provide and assign facilities for use as UC Merced, Sierra Nevada Research Institute research field stations, to enhance the roles of Yosemite, Sequoia, and Kings Canyon National Parks as living laboratories open to the state, national, and international academic research community, contributing to the advancement of knowledge and supporting land management and related applications. In support, the Parks agree to:

1. Designate the Director of the SNRI to be an ex-officio member of the NPS Sierra Nevada Inventory and Monitoring Network Board or its successor;

2. Consult with and assist the SNRI in the planning, design and development of research and educational activities and programs, and

3. Assist with the integration of scientific and cooperative educational activities at the park Field Stations, through involvement from the Office of the Superintendent, and the Divisions of Resource Management, Interpretation and Protection, and other staff as needed.

C. Both parties shall

1. Work together to further develop and implement plans for partnerships for education and research and appropriate agreements to guide future collaborations, including activities between the Parks and UC Merced’s World Cultures Institute, and possibly a National Parks Institute. Additionally, the parties shall develop subsequent agreements for assignment and operation of specific facilities in the Parks and/or at UC Merced, to facilitate current and future interactions.

2. Meet with other California and Federal agencies responsible for Sierra lands, jointly and separately, to create partnerships that extend the concept of the Sierra Nevada as a living laboratory by increasing access for the research community.

3. Collectively develop other approaches for achieving shared research goals, such as creating concepts for organizational models that will support identification of mutual research interests and expanded research and training relationships between UC Merced and NPS natural scientists and social scientists; creating opportunities for participating in on-going exchanges with the USGS Western Ecological Research Center, USDA Forest Service, the California Cooperative Ecosystem Study Unit, and other agencies to foster cooperative development of Sierra Nevada research relationships; and collaborating on sharing, advancing, and applying new technological tools and databases to address scientific, environmental, economic, and social research issues.
4. Create a conceptual framework for an interagency presence as part of the Sierra Nevada Research Institute, in cooperation with representatives of other Sierra Nevada resources agencies tools and databases to address scientific, environmental, economic, and social research interests.

5. Continue an education partnership by jointly offering outreach education programs in collaboration with the Sierra Nevada science learning network, commensurate with the educational missions of the National Park Service and the academic programs of UC Merced, with the goal of facilitating research efforts, providing educational opportunities, and conveying information to all people on the results and application of research.

6. Establish a Partnership Steering Committee, with subcommittees to serve each Field Station. The Steering Committee will prepare annual Partnership and Field Station Work Plans, tying research and education activities to SNRI's larger strategic purpose and direction, and to park-specific areas of inquiry related to management goals, and will assist the SNRI Yosemite Field Station Managers in resolving day-to-day operational issues. The Steering Committee shall include the UC Merced Dean of Research, SNRI Director, the SNRI Field Station Managers, the park Chiefs of Resource Management, the park Chiefs of Interpretation, the Deputy Superintendent for SEKI, the NPS Science Advisor (SEKI), the Special Assistant to the Superintendent (YOSE), the Chief Ranger for YOSE; the Manager of the local USGS Field Station, and any other members as may be needed.

7. Annually report to the Superintendents and Chancellor on specific activities during the prior year and anticipated activities during the following year based on the above items of work.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall remain in effect for a period of five years from the date of final signature, unless terminated earlier in accordance with Article VI or superceded by a cooperative agreement.

ARTICLE V - KEY OFFICIALS

A. NPS/YOSEMITE NATIONAL PARK

Coordinator of scope of partnership and development of future agreements. Represents Superintendent:

Jerry M. Mitchell
Special Assistant to the Superintendent
Yosemite National Park
c/o Denver Service Center
12795 West Alameda Parkway
P.O. Box 25287
Denver, CO 80225-0287
303/969-2219

Coordinator of research and resource management activities and programs:

Niki Stephanie Nicholas
Chief, Resources Management and Science
Yosemite National Park
5083 Foresta Rd., Bld. 759
P.O. Box 700
El Portal, CA 95318
209/379-1219

Coordinator of education and interpretation activities and programs:

Kathy Dimont
Branch Chief of Educational Services
Interpretation Division
P.O. Box 577
Yosemite, CA 95389
209/372-0291

NPS/SEQUOIA AND KINGS CANYON NATIONAL PARKS

Coordinator of research programs. Represents Superintendent:

David Graber
Science Advisor
Sequoia and Kings Canyon National Parks
Three Rivers, CA 93271
559/565-3173

Coordinator of resource management activities and programs:

Peter Rowlands
Chief of Science and Natural Resources Management Programs
Sequoia and Kings Canyon National Parks
Three Rivers, CA 93271
559/565-3120
Coordinator of education, interpretation, and cultural activities and programs:

William Tweed  
Chief of Interpretation and Cultural Resources  
Sequoia and Kings Canyon National Parks  
Three Rivers, CA 93271  
559/565-3130

C. UNIVERSITY OF CALIFORNIA MERCED

Director of the Sierra Nevada Research Institute:

Samuel J. Traina  
Director, SNRI  
Professor of Natural Science  
UC Merced  
P.O. Box 2039  
Merced, CA 95344  
209/724-4311

Representing the Chancellor of UC Merced

Keith Alley  
Vice Chancellor for Research  
UC Merced  
P.O. Box 2039  
Merced, CA 95344  
209/724-4341

ARTICLE VI - TERMINATION

Either party can terminate this Agreement by providing 60 days prior written notice to the other party.

ARTICLE VII - STANDARD CLAUSES

A. CIVIL RIGHTS. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing the National Park Service and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulations, and control by the Service.
B. PUBLIC INFORMATION RELEASE. All parties to this MOU agree jointly to review and approve any public information releases, including text, layout, photographs, etc., which refer to the activities of this Agreement.

ARTICLE VIII - AUTHORIZING SIGNATURES

Carol Tomlinson-Keasey  Richard Martin  Michael Tollefson
Chancellor              Superintendent         Superintendent
University of California, Merced  Sequoia/Kings Canyon  Yosemite National Park
National Parks