MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
YOSEMITE NATIONAL PARK, SEQUOIA AND KINGS CANYON NATIONAL PARKS,
AND
U.S. GEOLOGICAL SURVEY, WESTERN ECOLOGICAL RESEARCH CENTER
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.
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WHEREAS, U.S Geological Survey is the research arm of the Department of the Interior and has biological research scientists and their staff located at Yosemite National Park and Sequoia and Kings Canyon National Parks. The Western Ecological Research Center is a regional branch of the U.S. Geological Survey whose geographic area includes the Parks and other lands within the Sierra Nevada, and is charged with the mission to provide continued long-term natural resource information; systematic analyses or investigations needed by customers; and new decision-support systems or predictive tools for informed decision making by natural resource managers.

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 allying 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 the Sierra Nevada Research Institute (SNRI), an organized research unit of the University, 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 for research and education assigned as field 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 polices for the
use of NPS facilities and resources.

B. The Parks shall provide and assign facilities for use as UC Merced, SNRI 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. Consult with and assist the SNRI in the planning, design and development of research and educational activities and programs, including development of UC Natural Reserves that encompass the UC field stations in and around the Parks, and

2. 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 Resources Management and Science, Interpretation and Protection, and other staff as needed.

C. The U.S. Geological Survey, Western Ecological Research Center, will contribute staff time and salary to participate in mutually beneficial partnership activities with UC Merced and the Parks, conduct scientific research, provide scientific expertise, and synthesize scientific information consistent with its role in the Department of the Interior. In support, the US Geological Survey agrees to:

1. Conduct mutually-agreed research under this partnership as possibilities present themselves;

2. With participation from the Parks, provide data, maintain a research reference library, review proposals and study plans, mentor UC Merced students, and participate in partnership steering committees.

D. All 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 areas complementary to SNRI such as future Organized Research Units at UC Merced, and possibly a National Parks Institute to develop NPS management capacity. 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, NPS natural scientists and social scientists, and US Geological Survey research scientists; creating opportunities for participating in on-going exchanges with the USDA Forest Service, the
NPS California Cooperative Ecosystem Studies 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, develop tools and databases to address scientific, environmental, economic, and social research interests.

5. 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 Field Station Managers in resolving day-to-day operational issues. The Steering Committee shall include the: UC Merced Vice Chancellor for Research, SNRI Director, the SNRI Field Station Managers, the Parks Chiefs of Resources Management and Science, the park Chiefs of Interpretation, the NPS Regional Chief Scientist, the Special Assistant to the Superintendent (YOSE), the Management Assistant for SEKI, the Chief Ranger for YOSE; the lead Research Scientists of the local USGS Field Stations, and any other members as may be needed.

6. 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 superseded by a cooperative agreement.

ARTICLE V - KEY OFFICIALS

A. NPS/YOSEMITE NATIONAL PARK

Coordinator of research and resource management activities and programs:

Niki Stephanie Nicholas
Chief, Division of 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:

Shauna Potocky
Branch Chief of Educational Services
Division of Interpretation  
P.O. Box 577, Yosemite, CA 95389  
209/375-9505

B. NPS/SEQUOIA AND KINGS CANYON NATIONAL PARKS
Coordinator of resource management activities and programs represent Superintendent:
Charisse Sydoriak  
Chief, Division of Resources Management and Science  
Sequoia and Kings Canyon National Parks  
Three Rivers, CA 93271  
559/565-3120

Coordinator of education and interpretation programs:
Colleen Bathe  
Chief of Interpretation  
Sequoia and Kings Canyon National Parks  
Three Rivers, CA 93271  
559/565-3130

C. NATIONAL PARK SERVICE, PACIFIC WEST REGION
David Graber  
Regional Chief Scientist  
Sequoia and Kings Canyon National Parks  
Three Rivers, CA 93271  
559/565-3173

D. U.S. GEOLOGICAL SURVEY
Research Scientists:
Matthew Brooks, Research Ecologist  
Western Ecological Research Center  
Yosemite Field Station  
5083 Foresta Rd. El Portal, CA 95318  
559/240-7622

Nate Stephenson, Research Ecologist  
Western Ecological Research Center  
Sequoia and Kings Canyon Field Station  
Three Rivers, CA 93271  
559/656-3176

Jon Keeley, Research Ecologist  
Western Ecological Research Center
Sequoia and Kings Canyon Field Station
Three Rivers, CA 93271
559/656-3170

E. UNIVERSITY OF CALIFORNIA MERCED

Director of the Sierra Nevada Research Institute:
Roger C. Bales
Director, Sierra Nevada Research Institute
Professor of Engineering
UC Merced
5200 N. Lake Rd., Merced, CA 95343
209/228-4348

Representing the Chancellor of UC Merced
Samuel J. Traina
Vice Chancellor for Research
UC Merced
5200 N. Lake Rd., Merced, CA 95344
209/228-7964

ARTICLE VI - TERMINATION

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

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 U.S. Geological Survey 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 National Park Service or U.S. Geological Survey.

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

Sung-Mo Kang  
Chancellor  
University of California, Merced

Craig C. Axtell  
Superintendent  
Sequoia/Kings Canyon National Parks

David Uberuaga  
Acting Superintendent  
Yosemite National Park

Sept. 9, 2009 Date  
21 Aug. 09 Date  
8/26/09 Date

Steven E. Schwarzbach  
Center Director  
Western Ecological Research Center

9/1/09 Date