

MEMORANDUM OF UNDERSTANDING
ON
THE USE OF PATROL BOAT (MS. RAMSAR)

Between

**Natural Resources Conservation Authority/
National Environment and Planning Agency
(hereinafter referred to as NRCA/NEPA)**

and

**National Irrigation Commission
(hereinafter referred to as NIC)**

This MEMORANDUM OF UNDERSTANDING is made this day of 2010
by and between the NATURAL RESOURCES CONSERVATION AUTHORITY/
NATIONAL ENVIRONMENT AND PLANNING AGENCY and the NATIONAL
IRRIGATION COMMISSION (hereinafter referred to as “the parties”)

WHEREAS:

1. **Background**

- i. The Natural Resources Conservation Authority/ National Environment & Planning Agency is committed to ensure the protection and management of Jamaica’s natural resources.

and whereas

- ii. The parties are conscious that the implementation of proper environmental practices are beneficial to everyone in society;

and whereas

- iii. Both parties share a common concern for standardization, for environmental quality and for sustainable development, and maintenance of good environmental quality under governing laws.

2. **Objectives of the Memorandum of Understanding**

To allow for the effective monitoring of the Black River and its surrounding environs with the utilization of a 17 foot Boston Whaler Boat, with trailer known as "Ms. Ramsar" which is the property of NRCA/NEPA

3. **Interpretation**

In this Memorandum of Understanding:

- i. **NRCA** means **Natural Resources Conservation Authority**
- ii. **NEPA** means **National Environment & Planning Agency**
- iii. **NIC** means **National Irrigation Commission**

4. **Legal Responsibilities**

- i. **The Natural Resources Conservation Authority** is the lead body for Environmental Management in Jamaica. **The National Environment and Planning Agency is the Agency** providing administrative, technical and legal services to the NRCA. NEPA was formed by the merger of the Natural Resources Conservation Authority (NRCA) with the Town Planning Department (TPD) and Lands Development Utilization Commission (LDUC). The NRCA is empowered by the NRCA Act 1991 to take such steps as necessary for "the effective management of the physical environment of Jamaica so as to ensure the conservation, protection and proper use of its natural resources". The function and duties of NRCA includes:
 - (a) The management & protection of Jamaica's natural resources;
- ii. **The National Irrigation Commission** is an agency established by virtue of and under the Irrigation Act of 1949. The functions and duties include;
 - (a) To manage, control and operate any irrigation works established in an irrigation area.
 - (b) To clean watercourse and clear and remove from any watercourse any vegetation or tree which obstruct or impedes the flow of natural water.

NOW THIS MEMORANDUM WITNESSETH as follows:-

- 5. The parties agree to;

- i. Cooperate in the monitoring of the Black River and its environs

Natural Resources Conservation Authority/National Environment and Planning Agency

- i. Will provide to the **NIC** a 17 Foot Boston Whaler boat with Trailer for the purposes of carrying out monitoring of the Black River and its environs;
- ii. Will provide fuel (advance Card) for the operation of the boat;
- iii. Will obtain the most appropriate insurance coverage in respect of the boat and its content;
- iv. Routinely carry out servicing of the boat;
- v. Will assume full responsibility for all fuel consumption of the boat provided that said boat is used exclusively for the purposes stated in this **MOU**.

National Irrigation Commission

- i. Will provide a coxswain for the boat;
- ii. Provide supervision and supervise the activities of the coxswain in the use of the boat;
- iii. Provide a suitable berthing location and security for the boat in Black River;
- iv. Provide the necessary support to facilitate a prompt response to any rescue effort or environmental incident;
- v. Conduct monitoring/patrolling of the Black River and its environs;
- vi. Provide a weekly log of the boat movement to the NRCA/NEPA;
- vii. Provide monthly fuel purchase log for the boat to NRCA/NEPA;
- viii. Report any maintenance/repairs needs of the boat to NRCA/NEPA within 3 days of detection of same;
- ix. Report any accident/mishap of the boat to the Police and NRCA/NEPA within 24 hours of such incident;

- x. Provide transportation to acquire fuel for the boat;
- xi. Make the boat available to NRCA/NEPA for monthly inspection on the 15th day of every month or any other time as requested by the NRCA/NEPA;
- xii. Ensure that the boat is routinely cleaned and washed.

6. **Modifications**

- i. The Parties agree that with the consent of the parties this Memorandum and any Supplemental Agreements executed in accordance with this Memorandum may at the request of the parties be amended, varied or modified in order to further the objects of this Memorandum and that this Memorandum shall be reviewed as required. Any such amendments, variations or modifications must be made in writing.

7. **Term**

- ii. This Memorandum shall be in effect for three years and shall be reviewed annually. At the end of the three-year period, the MOU and each Agency's performance will be subjected to a full review and the parties may consider renewal or development of a new memorandum.

8. **Conflict Resolution**

- i. Where the parties to this agreement are in dispute over the terms of the agreement, or otherwise, the dispute shall be referred to at a joint meeting of the Heads of the respective parties for resolution.

9. **Notice**

- i. Any notice to be served on either of the parties by the other shall be sent by delivery or registered post or by fax supported by the original document or by electronic mail and shall be deemed to have been received by the addressee within five (5) working days of posting or twenty-four (24) hours if sent by electronic mail to the correct fax number or electronic mail address of the addressee
- ii. Notice for modification of the MOU may be submitted by either party in a written form with due consideration given to the period required for review. The notice should indicate:

- a) the existing situation
- b) the purpose of the modification
- c) the proposed modification
- d) the reason for the proposed modification

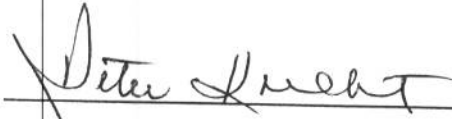
10. **Termination**

- i. Any Party to this Agreement may give Sixty days written notice to the other Party to the Agreement to withdraw from this Agreement,

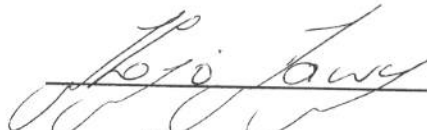
IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding

on the _____ day of _____ 2010


Dated this 13th day of April 2010



**Chief Executive Officer
National Environment & Planning Agency**



Witness



**Chairman
Natural Resources Conservation Authority**



Witness



**Chairman
National Irrigation Commission**



Witness