# MEMORANDUM OF UNDERSTANDING

**Between**

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES -**

**NORTH CAROLINA FOREST SERVICE,**

**And the**

**NORTH CAROLINA WILDLIFE RESOURCES COMMISSION,**

**And the**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

This Memorandum of Understanding ("MOU") for Shared Stewardship is hereby made and entered into by and between the North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, North Carolina Wildlife Resources Commission and the United States Department of Agriculture (United States Forest Service and the Natural Resources Conservation Service), hereinafter referred to as "the Parties."

## I. BACKGROUND

### The North Carolina Department of Agriculture and Consumer Services (NCDA&CS)

The NCDA&CS mission is to provide services that promote and improve agriculture, agribusiness and forests; protect consumers and businesses; and conserve farmland and natural resources for the prosperity of all North Carolinians.

### The North Carolina Forest Service (NCFS)

The NCFS envisions a state with healthy trees and forests that provide essential environmental, economic and social benefits served by a professional workforce recognized as a leader in forest protection, emergency response, resource management and environmental education. The mission of the NCFS is to protect, manage and promote forest resources for the citizens of North Carolina.

### The North Carolina Wildlife Resources Commission (NCWRC)

The NCWRC conserves and sustains the state's fish and wildlife resources through research, scientific management, wise use and public input. The NCWRC is the regulatory agency responsible for the enforcement of the state's fishing, hunting, trapping and boating laws.

### The United States Department of Agriculture (USDA)

The USDA provides leadership on food, agriculture, natural resources, rural development, nutrition, and related issues based on public policy, the best available science, and effective management. The USDA has a vision to provide economic opportunity through innovation, helping rural America to thrive; to promote agriculture production that better nourishes Americans while also helping feed others throughout the world; and to preserve our Nation's natural resources through conservation, restored forests, improved watersheds, and healthy private working lands.

### The Forest Service (FS)

The mission of the Forest Service (an agency within the Department of Agriculture) is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The Forest Service manages 193 million acres of National Forest System lands with tribal governments, state and private landowners, and maintains the largest forest research organization in the world. Being a good steward is an essential component of the Agency's work.

### The Natural Resources Conservation Service (NRCS)

The NRCS (an agency within the Department of Agriculture) is committed to "helping people help the land." NRCS improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture. This is achieved by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to conserve, protect, restore, and enhance the lands and waters upon which people and the environment depend.

## II. PURPOSE

The purpose of this MOU is to establish a framework for the parties to work collaboratively on accomplishing mutual goals, to further common interests and effectively respond to the increasing ecological challenges and natural resource concerns in North Carolina, whether aquatic or terrestrial.

Federal, state and private managers of land in North Carolina face a range of challenges, among them, population increase leading to more development, catastrophic storms, droughts, flooding, insect and disease outbreaks, invasive species, and a lack of adequate markets to help drive investments in sustainable forest management. We recognize that these challenges must be met with proactive measures across all lands including:

- Restoring fire-adapted communities and reducing the risk of wildfire.
- Identifying, managing, and reducing threats to forest and ecosystem health.
- Conserving working forestland.

The USDA will work together with state leaders using all available resources to:

- Identify land management priorities and priority natural resource concerns.
- Actively and sustainably manage forests and conserve high priority forest ecosystems and landscapes.
- Prevent and/or co-manage ecological health risks and natural catastrophes.
- Protect and enhance water quality and quantity.
- Improve air quality and conserve energy.
- Assist communities in planning for and reducing wildfire risks.
- Maintain and enhance the economic benefits and values of trees, forests and other natural resources.
- Protect, conserve, and enhance wildlife and fish habitat.
- Connect people to trees, forests and other natural resources and engage them in environmental stewardship activities.
- Advance natural resource strategies contained in the North Carolina Forest Action Plan and Wildlife Action Plan.
- Identify opportunities to integrate bird conservation themes and strategies of the U.S. Committee of the North American Bird Conservation Initiative.
- Collectively evaluate and examine opportunities to increase or improve public access and recreation.

A key component of the shared stewardship strategy is to prioritize forest treatment investment decisions in direct coordination with other state and other federal agencies. In addition, use best-available science to increase the scope and scale of critical forest treatments that protect communities, provide opportunities for community prosperity through job creation and retention and create resilient forests and landscapes.

## III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

A. The parties will collaborate to identify projects that fall within the PURPOSE section of this MOU. From those identified projects, the parties may agree to enter into separate agreements and identify specific terms and conditions for each project.

B. The parties will take a more integrated approach to prioritizing investments in locally led conservation where they will have the greatest impact and will set priorities which address ecological risks and natural resource concerns across broad landscapes. A collaborative approach that addresses ecological risks across different ownership boundaries and habitat types will have direct and positive effects on land management practices and the residents of North Carolina.

## IV. THE INTENT OF COLLABORATION AMONG THE PARTIES IS TO:

A. Mutually agree upon projects and other work in pursuit of the purpose of this MOU.

B. Share priorities, which are consistent with the State Forest Action Plan and the State Wildlife Action Plan. In identifying priorities, consideration should be given to NRCS State Technical Committee recommendations and associated decisions by the State Conservationist in addressing natural resource concerns across the State when setting priorities.

C. Collectively evaluate and examine options for managing ecological risks and natural resources and determine appropriate actions to take.

D. Realistically prioritize actions to focus and direct concerted investments for achieving landscape scale improvements.

E. Make reasonable efforts to achieve consistency and avoid conflicts between federal, state, tribal, and private objectives, plans, policies, and programs; and address and resolve all issues and concerns raised by any partner unless precluded by law.

F. Encourage the use of applicable state and federal programs and authorities to carry out actions when available. This includes but is not limited to state-delivered landowner technical assistance, forest health assistance, wildland fire suppression, prescribed fire, state delivered FS State and Private Forestry Programs, Joint Chief's Landscape Restoration Partnerships, Good Neighbor Authority, landscape scale restoration programs and others available through the Federal Farm Bill and other authorities.

G. Consider and incorporate state and local expertise and data, including socioeconomic data, in the development and analysis of actions.

H. Agree upon mechanisms to ensure meaningful participation from state and local partners such as State Parks, Natural Heritage Program, Department of Transportation, Conservation Districts, non-governmental conservation organizations, and others who will have an interest in carrying out the principles described in this MOU. To effectively reach these agencies, organizations, and other partners, the parties will develop a plan to gauge interest, determine desired levels and methods of engagement, and seek input to prioritization processes.

## V. MUTUAL UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES:

A. The parties will protect sacred sites and preserve cultural resources on federal lands and take all necessary action to protect any data that may be collected from Native American tribes in accordance with applicable law.

B. The parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the purposes of this MOU.

C. The parties will conduct business pertaining to this MOU by means of in-person meetings, conference calls, or other means and, in each calendar year, the parties will meet at least once in person, to evaluate progress on the MOU.

## VI. PROVISIONS:

A. NOTICES. Any communications affecting the operations covered by this MOU given by any party to this MOU is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, to the contact of each organization at the address specified in this MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

C. ENDORSEMENT. Any party's contributions made under this MOU do not by direct reference or implication convey endorsement of any party's products or activities.

D. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: federal agency availability of appropriated funds and other resources; state agency availability of funds and other resources; federal and state agency administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

E. ACKNOWLEDGEDMENT OF PARTIES IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. All parties shall acknowledge partner support, if provided, in any publications, audiovisuals, and electronic media related specifically to this MOU and the purpose as identified.

F. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

G. MODIFICATIONS. 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 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.

H. COMMENCEMENT/ EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective five years past the date of its signature at which time it will expire. Extension of this MOU for an additional five years can be made by mutual consent with a signed and dated modification. This MOU is executed as of the date of the last signature and is effective until it is terminated by the parties.

## VII. AUTHORIZED REPRESENTATIVES:

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

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|---|---|
| **United States Department of Agriculture** | |
| for Sonny Perdue<br>Secretary of Agriculture | 9/25/19<br>Date: |
| **North Carolina Department of Agriculture and Consumer Services** | |
| Steve Troxler<br>Commissioner - NCDA&CS | 9-25-2019<br>Date: |
| **North Carolina Forest Service** | |
| Scott Bissette<br>Assistant Commissioner - NCFS | 9-25-2019<br>Date: |
| **North Carolina Wildlife Resources Commission** | |
| Gordon S. Myers GDC 9/25/19<br>Executive Director - NCWRC | 9/20/2019<br>Date: |

## ADDENDUM - SHARED STEWARDSHIP PRINCIPAL CONTACTS:

**North Carolina Forest Service**

| Program Contact | | Administrative Contact | |
|---|---|---|---|
| Name: | David M. Lane | Name: | Debbie Robertson |
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| Email: | David.lane@ncagr.gov | Email: | Debbie.robertson@ncagr.gov |

**North Carolina Wildlife Resources Commission**

| Program Contact | | Administrative Contact | |
|---|---|---|---|
| Name: | Brian McRae | Name: | Brian McRae |
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**USFS National Forests of North Carolina**

| Program Contact | | Administrative Contact | |
|---|---|---|---|
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**USDA Natural Resources Conservation Service**

| Program Contact | | Administrative Contact | |
|---|---|---|---|
| Name: | Tim Beard | Name: | Channa Smalls |
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