



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE STATE OF FLORIDA**  
**Working through the**  
**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,**  
**FLORIDA FOREST SERVICE**  
**And the**  
**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**  
**And the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Working through the**  
**FOREST SERVICE, SOUTHERN REGION,**  
**NATIONAL FORESTS IN FLORIDA**  
**And the**  
**NATURAL RESOURCES CONSERVATION SERVICE – FLORIDA,**  
**And the**  
**FARM SERVICE AGENCY – FLORIDA**

This Memorandum of Understanding for Shared Stewardship is hereby made and entered into by and between the State of Florida, working through the Florida Department of Agriculture and Consumer Services, Florida Forest Service and the Florida Fish and Wildlife Conservation Commission and the United States Department of Agriculture, Forest Service, Southern Region; National Forests in Florida; the Natural Resource Conservation Service – Florida; and the Farm Service Agency – Florida, hereinafter referred to as “the parties.”

**BACKGROUND**

The Florida Department of Agriculture and Consumer Services (FDACS) supports and promotes Florida agriculture, protects the environment, safeguards consumers, and ensures the safety and wholesomeness of food.

The Florida Forest Service (FFS) is a dynamic state agency whose mission is “to protect and manage the forest resources of Florida, ensuring that they will be available for future generations.”

The Florida Fish and Wildlife Conservation Commission (FWC) mission is “managing fish and wildlife resources for their long-term well-being and the benefit of people.”

The United States Department of Agriculture (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 mission of the Forest Service (FS) 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 our Agency's work.

The Natural Resources Conservation Service (NRCS) is an agency committed to "helping people help the land." NRCS provides resources to farmers and landowners to aid them with conservation. Ensuring productive lands in harmony with a healthy environment is an NRCS priority.

The Farm Service Agency (FSA) is an agency equitably serving all farmers, ranchers, and agricultural partners through the delivery of effective, efficient agricultural programs for all Americans.

Forested lands in Florida provide abundant clean water for communities and agriculture and are a renewable source of wood fiber, support a thriving outdoor recreation and tourism economy, and provide outstanding fish and wildlife habitat, including rare species and rare communities.

## **I. PURPOSE**

The purpose of this Memorandum of Understanding (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 in Florida, whether aquatic or terrestrial. A key component of the USDA Forest Service's new Shared Stewardship Strategy is to coordinate and prioritize investment decisions directly with states, using the best available science to increase the scope and scale of critical forest treatments that support communities, create and sustain jobs, and improve forest health and resiliency.

This framework centers on the USDA Forest Service's commitment to work hand-in-hand with states and other partners to use the best available science to identify high-priority forests that need treatment to ensure the long-term sustainability of public and private lands. This commitment will increase the scale of critical forest treatments; thus, creating healthier and more resilient forests, while also providing wood products, reducing catastrophic wildfire risks, controlling non-native invasive species, protecting special habitats, and supporting local economies.

Federal, state, and private land managers in Florida face a range of urgent challenges, among them catastrophic storms, droughts, flooding, insect and disease outbreaks, invasive species and ever-increasing use from the public. 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.
- Maintaining a sustainable use model to ensure forests meet the present and future demands for natural resources and public recreation.

The parties will collaborate, using available authorities and resources to:

- Identify land management priorities;
- Mitigate and/or co-manage ecological health risks and natural catastrophes;

- Protect and enhance water quality and quantity;
- Improve air quality and conserve energy as appropriate;
- Assist communities in planning for and reducing wildfire risks;
- Maintain and enhance the economic benefits and values of forests;
- Protect, conserve, and enhance wildlife and fish habitat, including rare species and rare communities;
- Connect people to trees and forests and engage them in natural resources stewardship activities;
- Seek out opportunities to connect people and their recreational use of forests with the importance of forest conservation in Florida.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The parties will cooperate to carry out projects as identified and prioritized under the PURPOSE section. The parties will take an integrated approach to prioritize investments where they will have the greatest impact and will set priorities which address ecological risks 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 constituents in Florida.

## **III. THE PARTIES SHALL:**

- A. Collaborate on mutually agreed-upon projects in pursuit of the overarching goals of this MOU, sharing decision space to identify priorities which are consistent with the State Forest Action Plan, State Wildlife Action Plan, the Statewide Comprehensive Outdoor Recreation Plan, NRCS State Technical Committee recommendations, and the Land Management Plan for the National Forests in Florida, among others.
- B. Collectively evaluate and examine options for managing ecological risks. Realistically prioritize actions in order to focus and direct concerted investments for achieving landscape-scale improvements.
- C. 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.
- D. Encourage the use of available, applicable state and federal programs and authorities to achieve actions included but not limited to those listed in Appendix A.
- E. Share, consider and incorporate state and local expertise and data, including socioeconomic data, in the development and analysis of actions.
- F. Agree upon mechanisms to ensure substantial participation from other state partners. To effectively reach these agencies, organizations, and other partners, the parties will develop a communication and outreach plan to gauge interest, determine desired levels and methods of engagement, and seek input for prioritization processes.
- G. Create an outcome-based investment strategy that prioritizes shared goals and accomplishes work in partnership.

**IV. MUTUAL UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES:**

- A. The parties are bound by all applicable federal, state, and local statutes and regulations. If conflicts arise, the parties will evaluate how authorities can best achieve the goals of a project.
- 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.

**V. PRINCIPAL CONTACTS:**

Individuals listed below may act in their respective areas for matters related to this MOU.

**Principal Florida Forest Service Contacts:**

<b>FFS Program Contact</b>	<b>FFS Administrative Contact</b>
Name: Erin Albury Address: 3125 Conner Blvd. City, State, Zip: Tallahassee, FL 32399 Telephone: 850-681-5800 Email: Erin.Albury@FDACS.gov	Name: Brian Camposano Address: 3125 Conner Blvd. City, State, Zip: Tallahassee, FL 32399 Telephone: 850-681-5890 Email: Brian.Camposano@FDACS.gov

**Principal Florida Fish and Wildlife Conservation Commission Contacts:**

<b>FWC Program Contact</b>	<b>FWC Administrative Contact</b>
Name: Eric Sutton Address: 620 South Meridian Street City, State, Zip: Tallahassee, FL 32399 Telephone: 850-487-3796 Email: Eric.Sutton@MyFWC.com	Name: David Johnson Address: 620 South Meridian Street City, State, Zip: Tallahassee, FL 32399 Telephone: 850-488-3831 Email: David.Johnson@MyFWC.com

**Principal USDA Forest Service Contacts:**

<b>National Forests in Florida Program Contact</b>	<b>National Forests in Florida Administrative Contact</b>
Name: Kelly Russell Address: 325 John Knox Rd., Ste. F-100 City, State, Zip: Tallahassee, FL 32303 Telephone: 850-523-8547 Email: kelly.russell@usda.gov	Name: Michelle Burnett Address: 325 John Know Rd., Ste. F-100 City, State, Zip: Tallahassee, FL 32303 Telephone: 850-523-8568 Email: michelle.burnett@usda.gov

**Principal USDA Natural Resources Conservation Service Contacts:**

<b>NRCS-Florida State Office Program Contact</b>	<b>NRCS-Florida State Office Administrative Contact</b>
Name: Juan Hernandez Address: 4500 NW 27th Ave, Bldg A City, State, Zip: Gainesville, FL 32606 Telephone: 352-338-9500 Email: juan.hernandez@usda.gov	Name: Nina Bhattacharyya Address: 4500 NW 27th Ave, Bldg A City, State, Zip: Gainesville, FL 32606 Telephone: 352-338-9554 Email: nina.bhattacharyya@usda.gov

**Principal USDA Farm Service Agency Contacts:**

<b>FSA-Florida State Office Program Contact</b>	<b>FSA-Florida State Office Administrative Contact</b>
Name: Sherry McCorkle Address: 4500 NW 27 <sup>th</sup> Ave., Bldg. D-1 City, State, Zip: Gainesville, FL 32606 Telephone: 352-379-4500 Email: Sherry.McCorkle@usda.gov	Name: Janet Wright Address: 4500 NW 27th Ave., Bldg. D-1 City, State, Zip: Gainesville, FL 32606 Telephone: 352-379-4500 Email: janet.wright@usda.gov

**PROVISIONS:**

- A. NOTICES. Any communication 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 partner's contributions made under this MOU do not by direct reference or implication convey endorsement of any partner'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.

Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any partner/agency obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

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


- E. ALL PARTIES ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. All parties shall acknowledge any partner support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- F. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time.
- 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 until it is terminated by the parties.

**VI. 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.**


**USDA Forest Service, Southern Region:**

Date: Aug 18, 2020 By:   
**Ken Arney**  
**Regional Forester, Southern Region**

**Florida Forest Service:**

Date: Aug 14, 2020 By:   
**Erin Albury**  
**State Forester**


**Florida Fish and Wildlife Conservation Commission**

Date: Aug 14, 2020 By:   
**Eric Sutton**  
**Executive Director**

**USDA Forest Service, National Forests in Florida**

Date: Aug 14, 2020 By:   
**Kelly M. Russell**  
**Forest Supervisor**

**USDA Natural Resources Conservation Service - Florida**

Date: Aug 14, 2020 By:   
**Juan C. Hernandez**  
**Juan C. Hernandez (Aug 14, 2020 13:55 EDT)**  
**Juan Hernandez**  
**State Conservationist**

**USDA Farm Service Agency - Florida**

Date: Aug 17, 2020 By:   
**Sherry McCorkle**  
**Sherry McCorkle (Aug 17, 2020 09:42 EDT)**  
**Sherry McCorkle**  
**State Executive Director**

## **Appendix A: Plans and Strategies**

Prioritization of our investment decisions using these plans, strategies, and programs in combination with the use of other appropriate tools, authorities, and science will increase the scope and scale of critical activities that protect our natural, cultural, and recreational resources and communities and create resilient forests. The following plans and strategies will be considered as reference due to the collaborative work of state and federal partners to develop them (not exhaustive).

- Florida's Forest Action Plan
- Florida State Wildlife Action Plan
- Florida Statewide Comprehensive Outdoor Recreation Plan
- Florida Statewide Comprehensive Historic Preservation Plan
- Florida Strategic Plan for Deer Management
- Florida Black Bear Management Plan
- Florida Strategic Plan for Wild Turkey Management
- Red-cockaded Woodpecker Safe Harbor Program
- Florida Waterfowl Management Strategic Plan
- Florida Strategic Plan for Northern Bobwhite Restoration
- Florida Scrub Jay Recovery Plan
- National Cohesive Wildland Fire Management Strategy
- Collaborative Forest Landscape Restoration program
- Environmental Quality Incentive Program
- Conservation Stewardship Program
- 2014 and 2018 Farm Bill
- 2018 Omnibus Bill
- Good Neighbor Authority
- Stewardship Contracting and Agreement Authority
- Forest Health Assistance Program
- Keeping Forests Initiative
- NRCS State Resource Assessment
- A Framework for Sustainable Recreation
- Joint Chiefs Landscape Restoration Partnership
- National Forests in Florida Longleaf Pine Restoration Strategy
- Americas Longleaf Restoration Initiative
- Ocala National Forest Springs Management Strategy