



MEMORANDUM OF UNDERSTANDING

Between

THE STATE OF OKLAHOMA

Working through the

**OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY -
FORESTRY SERVICES DIVISION,**

And the

OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION

And the

UNITED STATES DEPARTMENT OF AGRICULTURE

Working through the

**FOREST SERVICE, SOUTHERN REGION,
OUACHITA NATIONAL FOREST**

And the

**FOREST SERVICE, SOUTHWESTERN REGION,
CIBOLA NATIONAL FOREST AND NATIONAL GRASSLANDS**

And the

NATURAL RESOURCES CONSERVATION SERVICE - OK

This Memorandum of Understanding for Shared Stewardship is hereby made and entered into by and between the State of Oklahoma and the United States Department of Agriculture hereinafter referred to as "the Parties."

BACKGROUND

The Oklahoma Forestry Services mission is to conserve, enhance and protect the forests and natural resources of Oklahoma for present and future generations.

The Oklahoma Department of Wildlife Conservation's mission is to manage and protect fish and wildlife, along with their habitats, while also growing our community of hunters and anglers, partnering with those who love the outdoors, and fostering stewardship with those who care for the land.

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. 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 (an agency within the USDA) 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 within the USDA committed to "helping people help the land." NRCS delivers conservation solutions so that agriculture producers can protect natural resources and feed a growing world. NRCS develops strong partnerships with private landowners and managers to help achieve a world of clean and abundant water, healthy soils, resilient landscapes and thriving agricultural communities through voluntary conservation.

I. PURPOSE

The purpose of this MOU is to establish a framework for the Parties to work collaboratively, accomplish mutual goals, further common interests and effectively respond to the increasing ecological challenges in Oklahoma, whether aquatic or terrestrial.

Federal, state and private land managers face a range of urgent challenges, among them catastrophic storms, droughts, flooding, wildfires, insect and disease outbreaks, and invasive species. 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 grasslands and ecosystem health.

In addition, the long-term strategy for conserving working forests and grasslands needs continual attention by actively and sustainably managing forests and grasslands and conserving high priority forest and grassland ecosystems and landscapes.

The Forest Service will work collaboratively with state leaders using all available resources to:

- Identify land management priorities at the appropriate scale.
- Prevent 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 trees and forests.
- Protect, conserve, and enhance wildlife and fish habitat.
- Connect people to trees and forests and engage them in environmental stewardship activities.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties will collaborate to carry out projects as identified and prioritized under the PURPOSE section. The Parties will take an integrated approach to prioritizing 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 residents of Oklahoma.

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 and the State Wildlife Action Plan.
- B. Collectively evaluate and examine options for managing ecological risks and determine the appropriate actions to take. 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. Use all applicable state and federal programs and authorities to carry out actions. This includes but is not limited to state-delivered landowner technical assistance, forest health assistance, wildland fire suppression, prescribed fire, state-delivered USFS State and Private Forestry Programs, Good Neighbor Authority, landscape scale restoration programs and others available through the Federal Farm Bill and other authorities.
- E. 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 state partners such as Oklahoma State Parks, Oklahoma Natural Heritage Commission, Oklahoma Department of Transportation, Oklahoma Conservation Commission, 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 communication and outreach plan to gauge interest, determine desired levels and methods of engagement, and seek input to prioritization processes.
- G. The Parties will consult with and seek input from additional units of government, tribes,

collaborative groups, advisory groups, and others as may be appropriate to derive the best solutions and highest benefits for the resources invested.

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 protect sacred sites and preserve cultural resources and take all necessary actions to protect data collected from Native American tribes in accordance with applicable law.
- C. The Parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the purposes of this MOU.
- D. The Parties will conduct business pertaining to this MOU by means of meetings, conference calls, or other means and, in each calendar year, the parties will meet at least once 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 Oklahoma Forestry Services Contacts:

OFS Program Contact	OFS Administrative Contact
Name: Mark Goeller Address: 2800 N Lincoln Blvd. City, State, Zip: Oklahoma City, OK 73105 Telephone: (405) 522-2295 Email: Mark.Goeller@ag.ok.gov	Name: Ranae Moyer Address: 2800 N Lincoln Blvd. City, State, Zip: Oklahoma City, OK 73105 Telephone: 405-522-8889 Email: Ranae.Moyer@ag.ok.gov

Principal Oklahoma Department of Wildlife Conservation Contacts:

ODWC Program Contact	ODWC Administrative Contact
Name: J.D. Strong Address: P.O. Box 53465 City, State, Zip: Oklahoma City, OK 73152 Telephone: (405) 522-6279 Email: jd.strong@odwc.ok.gov	Name: Rhonda Hurst Address: P.O. Box 53465 City, State, Zip: Oklahoma City, OK 73152 Telephone: (405) 522-6279 Email: Rhonda.hurst@odwc.ok.gov

Principal Forest Service Contacts:

Ouachita National Forest Program Contact	Ouachita National Forest Administrative Contact
Name: Troy Heithecker Address: 100 Reserve Street City, State, Zip: Hot Springs, AR 71902 Telephone: 501-321-5275 Email: troy.d.heithecker@usda.gov	Name: Diane Lowder Address: 100 Reserve Street City, State, Zip: Hot Springs, AR 71902 Telephone: 501-321-5249 Email: diane.lowder@usda.gov

Cibola National Forest Program Contact	Cibola National Forest Administrative Contact
Name: Steve Hattenbach Address: 2113 Osuna Rd. NE, Suite A City, State, Zip: Albuquerque, NM 87113 Telephone: 505-346-3900 Email: steven.hattenbach@usda.gov	Name: Tom Smeltzer Address: 18555 Hwy. 47A City, State, Zip: Cheyenne, OK 73628 Telephone: 580-497-2143 Email: tom.smeltzer@usda.gov

Principal NRCS Contacts:

NRCS Program Contact	NRCS Administrative Contact
Name: Gary O'Neill Address: 100 USDA, Ste. 206 City, State, Zip: Stillwater, OK. 74074 Telephone: 405.742.1204 Email: gary.oneill@usda.gov	Name: Steve Glasgow Address: 100 USDA, Ste. 206 City, State, Zip: Stillwater, OK. 74074 Telephone: 405.742.1235 Email: steven.glasgow@usda.gov

VI. PROVISIONS:

- A. NOTICE. Any communications affecting the operations covered by 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. Notice is effective on the date of receipt 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 other 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.

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. **ACKNOWLEDGEMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** All parties shall acknowledge any partner support, if provided, in any publications, audiovisuals, and electronic media developed as a result of this MOU and the purpose as identified. Acknowledgement does not constitute endorsement of the products, services, or views of the partner.
- F. **TERMINATION.** Any of the parties may terminate this MOU in whole, or in part, at any time before the date of expiration. Such termination shall be in writing.
- 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.

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.

United States Department of Agriculture:

Date:

Jan 11, 2021

By:

for James E. Hubbard

Sonny Perdue
Secretary of Agriculture

Oklahoma Department of Agriculture, Food and Forestry:

Date: *1-11-21*

By:

Blayne Arthur

Blayne Arthur
Oklahoma Secretary of Agriculture

Oklahoma Department of Wildlife Conservation:

Date:

January 11, 2021

By:

J.D. Strong

J.D. Strong
Director