



MEMORANDUM OF UNDERSTANDING

Between

THE STATE OF GEORGIA

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 State of Georgia for the Georgia Forestry Commission and the Georgia Department of Natural Resources, Wildlife Resources Division, and the United States Department of Agriculture (USDA) for the Forest Service and Natural Resources Conservation Service hereinafter referred to as "the Parties."

BACKGROUND

The Georgia Forestry Commission (GFC) is a dynamic State agency responsible for providing leadership, service, and education in the protection and conservation of Georgia's forest resources.

The mission of the Georgia Department of Natural Resources is to sustain, enhance, protect, and conserve Georgia's natural, historic, and cultural resources for present and future generations, while recognizing the importance of promoting the development of commerce and industry that utilize sound environmental practices. The Georgia Wildlife Resources Division's mission is to conserve and promote fishing, hunting, and wildlife resources through management, education, and scientific research.

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 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 the Agency's work.

The Natural Resources Conservation Service (NRCS) (an agency within USDA) is an agency committed to "helping people help the land." NRCS provides resources to farmers and

landowners to aid them with conservation and ensure that productive lands are in harmony with a healthy environment.

Forested lands in Georgia 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 MOU is to establish a framework for the Parties to work collaboratively on accomplishing mutual goals, further common interests, and effectively respond to the increasing ecological challenges in Georgia, 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 in order 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 Georgia 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; and
- Conserving working forestland.

The Parties will work together using all available authorities and resources to:

- Identify land management priorities at the scale of the challenge;
- 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; and

- Seek out opportunities to connect people and their recreational use of forests with the importance of forest conservation in Georgia.

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 a more 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, rural economies, and the people in Georgia.

III. The intent of the parties is to:

- 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, NRCS State Technical Committee recommendations, and the Forest Plan for the Chattahoochee-Oconee National Forest.
- B. Collectively evaluate and examine options for managing ecological risks and natural resource concerns. 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 carry out 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 and policy makers. 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 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 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 Georgia Forestry Commission Contacts:

| GFC Program Contact | GFC Administrative Contact |
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| Name: Chuck Williams Address: 5645 Riggins Mill Road City, State, Zip: Dry Branch, GA 31020 Telephone: 478-751-3480 Email: cwilliams@gfc.state.ga.us | Name: Buford Sanders Address: 5645 Riggins Mill Road City, State, Zip: Dry Branch, GA 31020 Telephone: 478-751-3500 Email: bsanders@gfc.state.ga.us |

Principal Georgia Department of Natural Resources Contacts:

| GaDNR Program Contact | GaDNR Administrative Contact |
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| Name: Rusty Garrison Address: 2067 US Hwy. 278, SE City, State, Zip: Social Circle, GA 30025 Telephone: (706) 557-3333 Email: rusty.garrison@dnr.ga.gov | Name: John Bowers Address: 2067 US Hwy. 278, SE City, State, Zip: Social Circle, GA 30025 Telephone: (706) 557-3333 Email: john.bowers@dnr.ga.gov |

Principal Forest Service Contacts:

| Chattahoochee-Oconee NF Program Contact | Chattahoochee-Oconee NF Administrative Contact |
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| Name: Betty M. Jewett Address: 1755 Cleveland Hwy City, State, Zip: Gainesville, GA 30501 Telephone: 770-297-3049 Email: betty.jewettjewett@usda.gov | Name: Mike Brod Address: 1755 Cleveland Hwy City, State, Zip: Gainesville, GA 30501 Telephone: 770-297-3049 Email: mike.brod@usda.gov |
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Principal Natural Resources Conservation Service Contacts:

| Georgia NRCS State Office Program Contact | Georgia NRCS State Office Administrative Contact |
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| Name: Terrance O. Rudolph Address: 355 E. Hancock Ave. Mail stop 200 City, State, Zip: Athens, GA 30601 Telephone: 706-546-2272 Email: terrance.rudolph@usda.gov | Name: Michael Sampson Address: 355 E. Hancock Ave. mail stop 200 City, State, Zip: Athens, GA 30601 Telephone: 706-546-2272 Email: michael.sampson@usda.gov |

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. **ACKNOWLEDGMENT 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 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:

United States Department of Agriculture:

State of Georgia:

By: *Sonny Perdue*

By: *B.K.*

**Sonny Perdue
Secretary of Agriculture**

**Brian Kemp
State of Georgia**

Date: 11/23/2019

Date: 11/23/2019

Go DAWGS!

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):

- Georgia State Wildlife Action Plan
- Georgia Outdoor Recreation Plan
- Georgia State Historic Preservation Plan
- Georgia Deer Management Plan
- Georgia Black Bear Management Plan
- Georgia Wild Turkey Management Plan
- Georgia Waterfowl Management Plan
- Georgia Bobwhite Quail Plan
- Georgia Chronic Wasting Disease Response Plan
- Georgia Forest Action Plan
- Georgia Rare Species and Natural Community Data
- National Cohesive Wildland Fire Management Strategy
- Collaborative Forest Landscape Restoration program
- Environmental Quality Incentive Program
- USDA Forest Inventory and Analysis
- Chattahoochee-Oconee National Forest LRMP
- USDA Watershed Condition Framework
- 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 as Forests Initiative
- NRCS State Resource Assessment
- A Framework for Sustainable Recreation
- Data Basin Playbook
- Early Detection and Distribution Mapping System