



## MEMORANDUM OF UNDERSTANDING

Between

**THE STATE OF TENNESSEE, TENNESSEE DEPARTMENT OF AGRICULTURE,  
DIVISION OF FORESTRY**

and the

**THE STATE OF TENNESSEE, TENNESSEE WILDLIFE RESOURCES AGENCY**

and the

**THE STATE OF TENNESSEE, TENNESSEE DEPARTMENT OF ENVIRONMENT &  
CONSERVATION**

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES  
CONSERVATION SERVICE and FOREST SERVICE**

This Memorandum of Understanding (“MOU”) for Shared Stewardship is hereby made and entered into by and between the Tennessee Department of Agriculture, Tennessee Wildlife Resources Agency, Tennessee Department of Environment & Conservation and the United States Department of Agriculture (Forest Service and Natural Resources Conservation Service), hereinafter referred to as “the Parties.”

### I. BACKGROUND

#### **The Tennessee Department of Agriculture (TDA)**

The Tennessee Department of Agriculture’s vision is for Tennessee to become a national leader in agriculture and forestry through economic advancement, innovation, and natural resource stewardship by commitment to service, family, farms, and healthy living.

The Tennessee Department of Agriculture’s mission is to serve all the citizens of Tennessee by providing options for responsible use of our agricultural and forest resources, developing economic

opportunities, safeguarding food and fiber, and ensuring equity in the marketplace.

The Division of Forestry's **mission** is to protect, conserve, and enhance Tennessee forest resources by providing management options and services to citizens through leadership and education.

The Division of Forestry's **vision** is to be a trusted resource for facilitating decisions that result in productive, resilient, and sustainable forests.

### **The Tennessee Wildlife Resources Agency (TWRA)**

The Mission of the Tennessee Wildlife Resources Agency is to preserve, conserve, manage, protect, and enhance the fish and wildlife of the state and their habitats for the use, benefit, and enjoyment of the citizens of Tennessee and its visitors.

### **The Tennessee Department of Environment & Conservation (TDEC)**

The Tennessee Department of Environment and Conservation exists to enhance the quality of life for citizens of Tennessee and to be stewards of our natural environment by:

- Protecting and improving the quality of Tennessee's air, land, and water through a responsible regulatory system.
- Protecting and promoting human health and safety.
- Conserving and promoting natural, cultural and historic resources.
- Providing a variety of quality outdoor recreational experiences.

TDEC is committed to providing a cleaner, safer environment that goes hand-in-hand with economic prosperity and increased quality of life in Tennessee. We deliver on our mission through managing regulatory programs that maintain standards for air, water and soil quality while providing assistance to businesses and communities in areas ranging from recreation to waste management. We also manage the state park system and programs to inventory, interpret and protect Tennessee's rich natural, historical and archaeological heritage.

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

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

The United States Forest Service (FS) is an agency within the USDA. Its mission 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 FS balances the short and long-term needs of people and nature by: working in collaboration with communities and our partners; providing access to resources and experiences that promote economic, ecological, and social vitality; connecting people to the land and one another; and by delivering world-class science, technology and land management. The FS

manages 193 million acres of National Forest System lands in cooperation with state and tribal governments, and private landowners.

The Natural Resources Conservation Service (NRCS) is an agency within the USDA. Its mission is to deliver conservation solutions so agricultural producers can protect natural resources and feed a growing world. 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 Tennessee, whether aquatic, terrestrial, or air.

Federal, state, and private managers of land in Tennessee face a range of challenges, among them, population increase leading to more development, catastrophic storms, droughts, flooding, wildfires, insect and disease outbreaks, invasive species, increased recreational pressures, 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.
- Fostering economic development strategies that keep working forests productive.
- Conserving working forestland.
- Providing quality outdoor recreational experiences.

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

The USDA Forest Service and the NRCS will work together, shoulder-to-shoulder, with state leaders using all available resources to:

- Identify land management priorities and priority natural resources concerns.
- Ensure robust and accurate data related to rare species and high-quality natural communities and other sensitive historical and archaeological resources.
- Actively and sustainably manage forests and conserve high priority forest, woodland, and grassland ecosystems and landscapes.
- Maintain and enhance the economic benefits and values of trees, forests and other natural resources.
- Promote the development and expansion of diverse, competitive, sustainable forest products

markets, including new and emerging markets, as an incentive to encourage active forest management.

- 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.
- 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 Tennessee Forest Action Plan, Tennessee Outdoor Recreation Plan, and Wildlife Action Plan.
- Collectively evaluate and examine opportunities to increase or improve public access and recreation. Manage the public's recreation impact to the natural resources of the state's public lands.

In consideration of the above, the parties agree as follows:

### **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 planning and 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 result in more effective land management practices, benefitting the residents and the constituents of Tennessee.

### **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, Tennessee Outdoor Recreation Plan, and 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 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 U.S. Forest Service - 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 Soil 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.
- I. Agree to work under the premise of stewarding the whole. 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.

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

- A. Each party will be responsible for complying with 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 jointly will protect sacred sites and preserve cultural resources in accordance with applicable law 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 and existing agreements.
- C. The parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the purpose of this MOU.

- D. The parties will conduct business pertaining to this MOU by means of in-person meetings, conference calls, or other means. In each calendar year, the parties will strive to meet at least once, 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. **CONDUCT OF ACTIVITIES.** Parties and their respective divisions and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- D. **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.
- E. **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, service, 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 prespective 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 the MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. **ACKNOWLEDGEMENT 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.
- G. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration. Any party may terminate their involvement in this MOU with a 60-day written notice to the other parties.
- H. **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.

## **VII. PERIOD OF PERFORMANCE**


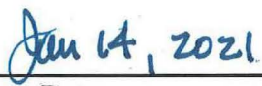
This MOU takes effect upon the signatures of all parties and shall remain in effect for 10 years or until it is terminated by the parties.

## VIII. AUTHORIZED REPRESENTATIVES


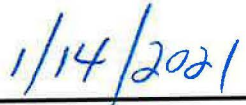
By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

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


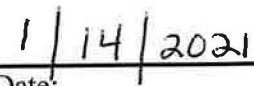
### United States Department of Agriculture

*for*    
\_\_\_\_\_  
Sonny Perdue  
Secretary of Agriculture, United States Department of Agriculture

### Tennessee Department of Agriculture

   
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Dr. Charlie Hatcher  
Commissioner, Department of Agriculture

### Tennessee Wildlife Resources Agency

   
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Bobby Wilson  
Executive Director, Tennessee Wildlife Resources Agency

### Tennessee Department of Environment & Conservation

   
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David W. Salyers, P.E.  
Commissioner, Tennessee Department of Environment & Conservation



## ADDENDUM – SHARED STEWARDSHIP PRINCIPAL CONTACTS:

Individuals listed below are authorized to act in their respective areas on matters related to this MOU.

### Tennessee Division of Forestry

Program Contact		Administrative Contact	
Name:	David Arnold	Name:	Dyshea Brown
Title:	State Forester	Title:	Executive Assistant
Address:	Ellington Ag Center - Bruer Bldg. 406 Hogan Rd. Nashville, TN 37220	Address:	Ellington Ag Center - Bruer Bldg. 406 Hogan Rd. Nashville, TN 37220
Phone:	615-837-5411	Phone:	615-837-5411
Email:	<a href="mailto:david.arnold@tn.gov">david.arnold@tn.gov</a>	Email:	<a href="mailto:dysea.brown@tn.gov">dysea.brown@tn.gov</a>

### Tennessee Wildlife Resources Agency

Program Contact		Administrative Contact	
Name:	Bobby Wilson	Name:	Danette Waugh
Title:	Executive Director	Title:	Executive Assistant
Address:	Ellington Agricultural Center 5107 Edmondson Pike Nashville, TN 37211	Address:	Ellington Agricultural Center 5107 Edmondson Pike Nashville, TN 37211
Phone:	615-781-6552	Phone:	615-781-6552
Email:	<a href="mailto:bobby.wilson@tn.gov">bobby.wilson@tn.gov</a>	Email:	<a href="mailto:danette.waugh@tn.gov">danette.waugh@tn.gov</a>

### Tennessee Department of Environment & Conservation

Program Contact		Administrative Contact	
Name:	David Salyers	Name:	Kelley Clemons
Title:	Commissioner	Title:	Executive Assistant
Address:	312 Rosa L. Parks Blvd., Floor 2 Nashville, TN 37243	Address:	312 Rosa L. Parks Blvd., Floor 2 Nashville, TN 37243
Phone:	615-532-4547	Phone:	615-532-0106
Email:	<a href="mailto:david.salyers@tn.gov">david.salyers@tn.gov</a>	Email:	<a href="mailto:kelley.clemons@tn.gov">kelley.clemons@tn.gov</a>

### USDA Cherokee National Forest

Program Contact		Administrative Contact	
Name:	JaSal Morris	Name:	Lisa Blackmon
Title:	Forest Supervisor	Title:	Executive Assistant
Address:	2800 Ocoee Street N. Cleveland, TN 37312	Address:	2800 Ocoee Street N. Cleveland, TN 37312
Phone:	423-476-9703	Phone:	423-476-9703
Email:	<a href="mailto:jasal.morris@usda.gov">jasal.morris@usda.gov</a>	Email:	<a href="mailto:lisa.blackmon@usda.gov">lisa.blackmon@usda.gov</a>

### USDA Natural Resources Conservation Service

Program Contact		Administrative Contact	
Name:	Sheldon Hightower	Name:	Sue Senecal
Title:	NRCS State Conservationist	Title:	Executive Assistant
Address:	675 US Court House 8012 Broadway Nashville, TN 37203	Address:	675 US Court House 8012 Broadway Nashville, TN 37203
Phone:	615-277-2532	Phone:	615-277-2532
Email:	<a href="mailto:sheldon.hightower@usda.gov">sheldon.hightower@usda.gov</a>	Email:	<a href="mailto:suzanna.senecal@usda.gov">suzanna.senecal@usda.gov</a>