



MEMORANDUM OF UNDERSTANDING

Between

THE STATE OF MISSISSIPPI

And the

UNITED STATES DEPARTMENT OF THE INTERIOR

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 Mississippi for the Mississippi Forestry Commission and the Mississippi Department of Wildlife, Fisheries, and Parks; the United States Department of the Interior for the Fish and Wildlife Service; and the United States Department of Agriculture for the Forest Service and the Natural Resources Conservation Service, hereinafter referred to as "the Parties."

I. **BACKGROUND**

Mississippi Forestry Commission (MFC)

The mission of the MFC is to provide active leadership in forest protection, forest management, forest inventory, and effective forest information distribution, necessary for Mississippi's sustainable forest-based economy.

Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP)

The mission of the MDWFP is to conserve and enhance Mississippi's wildlife, fisheries, and parks, provide quality outdoor recreation, and engage the public in natural resource conservation.

The United State Department of Interior (USDOJ)

The USDOJ conserves and manages the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provides scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honors the Nation's trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities to help them prosper.

The Fish and Wildlife Service (FWS)

The FWS (an agency within the Department of Interior) mission is to work with others to conserve, protect and enhance fish, wildlife and plants and their habitats for the continuing benefit of the American people. FWS is the oldest federal conservation agency, tracing its lineage back to 1871, and the only agency in the federal government whose primary responsibility is management of fish and wildlife for the American public. The FWS helps ensure a healthy environment for people by providing opportunities for Americans to enjoy the outdoors and our shared natural heritage.

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 to effectively respond to the increasing ecological challenges and natural resource concerns in Mississippi, whether aquatic or terrestrial.

Federal, state and private managers of land in Mississippi face a range of challenges, among them population shifts 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.
- Maintaining a sustainable use model to ensure forests meet the present and future demands for natural resources and public recreation.
- Conserving working forestland.

The Parties will work together with state leaders using all available authorities and 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 Mississippi Forest Action Plan and Wildlife Action Plan.
- 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 BENEFITS 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 Mississippi.

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, consistent with applicable 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 and federal-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 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 email 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. **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. Acknowledgment 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. **PRINCIPAL CONTACTS:**

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

Principal Mississippi Forestry Commission Contacts:

MFC Program Contact	MFC Administrative Contact
Name: Russell Bozeman Address: 660 North Street, Suite 300 City, State, Zip: Jackson, MS 39202 Telephone: (601) 359-1386 Email: rbozeman@mfc.ms.gov	Name: Richard McInnis Address: 660 North Street, Suite 300 City, State, Zip: Jackson, MS 39202 Telephone: (601) 359-1386 Email: rmcinnic@mfc.ms.gov

**Principal Mississippi Department of Wildlife, Fisheries, and Parks
Contacts:**

MDWFP Program Contact	MDWFP Administrative Contact
Name: Russ Walsh Address: 1505 Eastover Dr. City, State, Zip: Jackson, MS. 39211 Telephone: (601) 432-2202 Email: russ.walsh@wfp.ms.gov	Name: Russ Walsh Address: 1505 Eastover Dr. City, State, Zip: Jackson, MS. 39211 Telephone: (601) 432-2202 Email: russ.walsh@wfp.ms.gov

Principal Fish and Wildlife Service Contacts:

FWS Mississippi Field Office Program Contact	FWS Mississippi Field Office Administrative Contact
Name: Stephen Ricks Address: 6578 Dogwood View Pkwy – Suite A City, State, Zip: Jackson, MS 39042 Telephone: (601) 321-1122 Email: Stephen_Ricks@fws.gov	Name: Denise Davis Address: 6578 Dogwood View Pkwy – Suite A City, State, Zip: Jackson, MS 39042 Telephone: (601) 321-1122 Email: Denise_Davis@fws.gov

Principal Forest Service Contacts:

National Forests in Mississippi Program Contact	National Forests in Mississippi Administrative Contact
Name: Carl Petrick Address: 200 S. Lamar St. Suite 500-N City, State, Zip: Jackson, MS 39201 Telephone: (601) 965-1602 Email: carl.petrick@usda.gov	Name: Terri Green Address: 200 S. Lamar St. Suite 500-N City, State, Zip: Jackson, MS 39201 Telephone: (601) 965-1602 Email: Terri.Green@usda.gov

Principal Natural Resources Conservation Service Contacts:

NRCS Program Contact	NRCS Administrative Contact
Name: Kurt Readus Address: 100 W Capitol St. City, State, Zip: Jackson, MS 39269 Telephone: 601-863-3957 Email: Kurt.Readus@usda.gov	Name: Michael Carr Address: 100 W Capitol St. City, State, Zip: Jackson, MS 39269 Telephone: 601-863-3939 Email: Michael.carr@usda.gov


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 hereto have executed this MOU as of the last date written below:


United States Department of Agriculture

State of Mississippi

for By: 
Sonny Perdue
Secretary of Agriculture
Date: Jan 13, 2021

for By: 
Tate Reeves
Governor, State of Mississippi
Date: 1/13/2021

United States Fish and Wildlife Service

By: 
Leopoldo Miranda
South-Atlantic, Gulf & Mississippi Regional Director
Date: 2/11/2021