



**MEMORANDUM OF UNDERSTANDING
FOR SHARED STEWARDSHIP**

Between

THE COMMONWEALTH OF VIRGINIA

And the

UNITED STATES DEPARTMENT OF AGRICULTURE

Working through the

NATURAL RESOURCES CONSERVATION SERVICE - VA

And the

**FOREST SERVICE, SOUTHERN REGION, GEORGE WASHINGTON AND
JEFFERSON NATIONAL FORESTS**

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

BACKGROUND

The mission of the Virginia Department of Forestry (VDOF) is to protect and develop healthy, sustainable forest resources for Virginians. VDOF protects 15.8 million acres of forest land from fire, insects and disease and manages 24 State Forest lands totaling 68,626 acres for timber, recreation, water, research, wildlife and biodiversity.

The mission of the Virginia Department of Wildlife Resources (DWR) is to conserve and manage wildlife populations and habitat for the benefit of present and future generations, connect people to Virginia’s outdoors through boating, education, fishing, hunting, trapping, wildlife viewing, and other wildlife-related activities, and protect people and property by promoting safe outdoor experiences and managing human-wildlife conflicts. DWR is responsible for the management of inland fisheries, wildlife, and recreational boating for the Commonwealth of Virginia.

The mission of the Virginia Department of Conservation and Recreation (DCR) is to provide opportunities that encourage and enable people to enjoy, protect, and restore Virginia’s natural and

cultural resources. As the state's lead conservation agency, DCR protects what Virginians care about: open space, clean water, natural habitat, safe infrastructure and access to the outdoors.

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 (USFS) 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 Forest Service's work.

The Natural Resources Conservation Service (NRCS) is an agency committed to "helping people help the land". The 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.

I. 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 Virginia, whether aquatic or terrestrial.

Federal, state, and private managers of land face a range of urgent challenges, among them catastrophic storms, droughts, flooding, 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 ecosystems and reducing the risk of wildfire to communities.
- Identifying, managing, and reducing threats to forest and ecosystem health.
- Fostering economic development strategies to conserve working forestland.

The parties will work together to:

- Identify land management priorities and priority natural resource concerns.
- Prevent and/or co-manage ecological health risks.
- 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 and forests.
- Protect, conserve, and enhance wildlife and fish habitat.
- Connect people to trees and forests through education and outreach as well as engage them in environmental stewardship activities.
- Advance the strategies contained in the Virginia Forest Action Plan, the Virginia Wildlife Action Plan, the State Comprehensive Outdoor Recreation Plan, and the Land and Resource Management Plans for the George Washington and Jefferson National Forests.
- Continue to develop a diverse workforce that is capable of both addressing the complex conservation challenges across the Commonwealth and engaging with diverse audiences to ensure the future relevance of agency missions in the changing landscape of an increasingly urbanized population.
- Continue to support a healthy outdoor recreation economy and provide opportunities for public recreation.

A key component of the Shared Stewardship strategy is to prioritize forest treatment investment decisions in direct coordination with other state and 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.

II. 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 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, the residents of Virginia, and all public land visitors.

III. THE INTENT OF COLLABORATION AMONG THE PARTIES IS TO:

- A. Mutually agree upon projects and other work in pursuit of the purpose of the MOU.
- B. Continue to develop and support collaborative projects such as the Collaborative Forest Landscape Restoration Project, Chesapeake Bay Watershed Landscape Initiative, Virginia's Hardwood Management Initiative, Joint Chiefs' Landscape Protection Partnerships, and other cross-boundary landscape initiatives.
- C. 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 Commonwealth when setting priorities.
- D. Collectively evaluate and examine options for managing ecological risks and natural resources and determine appropriate actions to take.
- E. Realistically prioritize actions to focus and direct concerted investments for achieving landscape scale improvements.
- F. Make reasonable efforts to achieve consistency and avoid conflicts between federal, state, and private objectives, plans, policies, and programs; and address and resolve all issues and concerns raised by any partner consistent with applicable law.
- G. 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 Forest Service State & Private Forestry Programs, Joint Chiefs' Landscape Restoration Partnerships, Good Neighbor Authority, and other programs available through the Federal Farm Bill and other authorities.
- H. Agree upon mechanisms to ensure meaningful participation from State and local partners such as the Virginia Tech College of Natural Resources and Environment, Virginia Office of Outdoor Recreation, Virginia 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.

IV. 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 will protect sacred sites and preserve cultural resources in accordance with applicable laws and take all legally required actions to protect data collected from Native American tribes.
- 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 Virginia Department of Forestry Contacts:

VDOF Program Contact	VDOF Administrative Contact
Name: Rob Farrell Address: 900 Natural Resources Drive City, State, Zip: Charlottesville, VA 22903 Telephone: 434-977-6555 Email: Rob.Farrell@dof.virginia.gov	Name: John Colligan Address: 900 Natural Resources Drive City, State, Zip: Charlottesville, VA 22903 Telephone: 434-977-6555 Email: john.colligan@dof.virginia.gov

Principal Virginia Department of Wildlife Resources Contacts:

VDWR Program Contact	VDWR Administrative Contact
Name: Ryan Brown Address: P.O. Box 90778 City, State, Zip: Henrico, VA 23228 Telephone: 804-367-9231 Email: ryan.brown@dwr.virginia.gov	Name: Gary Martel Address: P.O. Box 90778 City, State, Zip: Henrico, VA 23228 Telephone: 804-367-1004 Email: gary.martel@dwr.virginia.gov

Principal Virginia Department of Conservation and Recreation:

VDCR Program Contact	VDCR Administrative Contact
Name: Clyde Cristman Address: 600 East Main Street City, State, Zip: Richmond, VA 23219 Telephone: 804-786-5046 Email: clyde.cristman@dcv.virginia.gov	Name: Thomas Smith Address: 600 East Main Street City, State, Zip: Richmond, VA 23219 Telephone: 804-786-5046 Email: Thomas.smith@dcv.virginia.gov

Principal Forest Service Contacts:

National Forests Program Contact	National Forests Administrative Contact
Name: Joby P. Timm Address: 5162 Valleypointe Parkway City, State, Zip: Roanoke, VA 24019 Telephone: 540-265-5118 Email: joby.timm@usda.gov	Name: Louis Roy Address: 5162 Valleypointe Parkway City, State, Zip: Roanoke, VA 24019 Telephone: 540-265-5116 Email: louis.roy@usda.gov

Principal Natural Resources Conservation Service Contacts:

VA State Office Program Contact	VA State Office Administrative Contact
Name: Dr. Edwin Martinez-Martinez Address: 1606 Santa Rosa Road, Suite 209 City, State, Zip: Richmond, VA 23229 Telephone: 804-287-1691 Email: edwin.martinez@usda.gov	Name: Jackie Alexander Address: 1606 Santa Rosa Road, Suite 209 City, State, Zip: Richmond, VA 23229 Telephone: 804-287-1684 Email: Jackie.alexander@usda.gov

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. **ENDORSEMENT.** Any party'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 applicable 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, if provided, in any publications, audiovisuals, and electronic media developed as a result of this MOU. 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. 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.

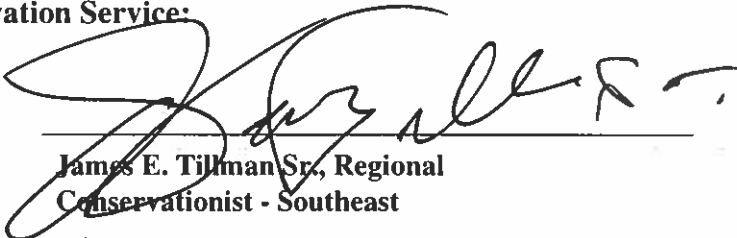
Commonwealth of Virginia:

Date: 9/24/2021 By: _____


Ralph Northam
Governor of the Commonwealth of Virginia

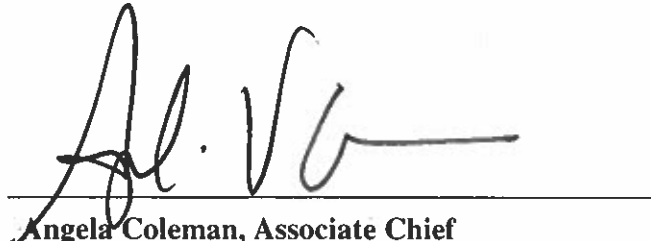
USDA Natural Resources Conservation Service:

Date: 9/24/2021 By: _____


James E. Tillman Sr., Regional
Conservationist - Southeast
USDA Natural Resources Conservation
Service

USDA Forest Service:

Date: 9/24/2021 By: _____


Angela Coleman, Associate Chief
USDA Forest Service