



United States
Department of
Agriculture

Natural Resources Conservation Service

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF KENTUCKY,

WORKING THROUGH THE

EDUCATION AND LABOR CABINET,

AND THE

ENERGY AND ENVIRONMENT CABINET,

AND THE

TOURISM, ARTS AND HERITAGE CABINET,

AND THE

TRANSPORTATION CABINET,

AND THE

DEPARTMENT OF FISH & WILDLIFE RESOURCES,

AND THE

UNITED STATES DEPARTMENT OF AGRICULTURE,

FOREST SERVICE, SOUTHERN REGION,

**DANIEL BOONE NATIONAL FOREST & LAND BETWEEN THE LAKES NATIONAL
RECREATION AREA,**

AND THE

NATURAL RESOURCES CONSERVATION SERVICE - KENTUCKY

This Memorandum of Understanding for Shared Stewardship is hereby made and entered into by and between the Commonwealth of Kentucky, working through the: Kentucky Energy and Environment Cabinet/Division of Forestry, Office of Nature Preserves, Division of Abandoned Mine Lands, the Kentucky Tourism, Arts, and Heritage Cabinet/Department of Parks, the Kentucky Transportation Cabinet, the Kentucky Education and Labor Cabinet/Environmental Education Council and the Department of Fish and Wildlife Resources; and the United States Department of Agriculture, working through the: Daniel Boone National Forest and Land Between The Lakes National Recreation Area, and the Natural Resources Conservation Service - Kentucky; hereinafter referred to as "the Parties."

BACKGROUND

Kentucky Education and Labor Cabinet

Kentucky Environmental Education Council (KEEC)

The Kentucky Environmental Education Council's mission is to promote learning and skills for a sustainable and economically healthy environment.

Kentucky Energy and Environment Cabinet

Kentucky Division of Abandoned Mine Lands (AML)

The Kentucky Division of Abandoned Mine Lands (a Division of the Energy and Environment Cabinet) works throughout the coal fields of Kentucky to protect the public from health and safety problems caused by mining that occurred prior to 1982. AML restores abandoned mines and the problems they cause to a safe and environmentally stable condition through reclamation projects. Also, AML administers a bond forfeiture reclamation program, acid mine drainage program, and water supply replacement program.

Kentucky Division of Forestry (KDF)

The mission of the Kentucky Division of Forestry (a Division of the Energy and Environment Cabinet) is to protect, conserve and enhance the forest resources of the Commonwealth through a public informed of the environmental, social and economic importance of these resources. As a means of meeting this mission, the division offers a variety of programs and services ranging from landowner assistance and master logger training to forest health protection and wildland fire management. The division is also involved in the operation of tree seedling nurseries, urban and community forestry assistance, forest resource utilization and forestry education.

Office of Kentucky Nature Preserves (KNP)

The Office of Kentucky Nature Preserves (a Division of the Energy and Environment Cabinet) was established in 2018 to manage the Commonwealth's rare species and natural areas management programs. Primary duties of KNP are: to secure for the people of present and future generations the benefits of an enduring resource of natural areas by establishing a system of nature preserves; To promote understanding and appreciation of the aesthetic, cultural, scientific and spiritual values of our unpolluted and unspoiled environment; to provide a central clearing house of information for environmental and conservation matters; to afford the citizens of the Commonwealth an opportunity to enjoy natural streams and to preserve for future generations the beauty of certain areas untrammelled by man through the Kentucky Wild Rivers Program; and to benefit the citizens of Kentucky through the acquisition and maintenance of certain lands for use as state parks, recreation areas, state forests, nature preserves, wildlife management areas, and wetlands through administration of the Kentucky Heritage Land Conservation Fund.

Kentucky Tourism, Arts and Heritage Cabinet

The Kentucky Department of Fish and Wildlife Resources (KDFWR)

The mission of the Kentucky Department of Fish and Wildlife Resources is to conserve, protect and enhance Kentucky's fish and wildlife resources and provide outstanding opportunities for hunting, fishing, trapping, boating, shooting sports, wildlife viewing, and related activities.

Kentucky State Parks

The mission of Kentucky State Parks is to provide a sustainable system of parks that delivers quality programs, amenities, and services which create memorable experiences and a sense of place, contributes to the economic growth of the Commonwealth, and preserves the historic and natural integrity, and traditions of our parks for existing and future generations.

Kentucky Transportation Cabinet (KYTC)

The mission of the Kentucky Transportation Cabinet is to provide a safe, efficient, environmentally sound and fiscally responsible transportation system that delivers economic opportunity and enhances the quality of life in Kentucky. KYTC strives to be national leaders in transportation who provide transportation infrastructure and services for the 21st century that delivers new economic opportunities for all Kentuckians.

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 Department of Agriculture 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.

United States Forest Service (USFS)

The mission of the Forest Service 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.

Natural Resources Conservation Service (NRCS)

The 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 Kentucky, whether aquatic or terrestrial.

Federal, state and private managers of land in Kentucky 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 communities and reducing the risk of wildfire.
- Identifying, managing, and reducing threats to forest and ecosystem health.
- Actively and sustainably managing forests.
- Protecting and ensuring water quality and availability to sustain terrestrial and aquatic organisms across our landscape, while meeting direct needs of human consumption.
- Fostering economic development strategies that keep working forests productive.
- Conserving working forestland.
- Protecting and promoting human physical and mental health and safety.

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 ecosystems and landscapes. Also, creating opportunities for sustainable recreation when possible will create memorable experiences and contribute to the economic growth of the Commonwealth. Additionally, conserving historical and heritage resources will foster a

greater understanding of past land use and our influence on naturally occurring ecosystems, while adding richness and depth to a better understanding of the cultures that have shaped people and the places in our Commonwealth.

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

- Identify land management priorities and priority natural resource concerns at the scale of our challenges.
- Collectively examine and evaluate opportunities to increase or improve public access and diversity of recreation opportunities and determine the appropriate actions to take.
- Prevent and/or co-manage ecological health risks, exotic invasive species, and natural catastrophes.
- Protect and enhance water quality and quantity.
- Prevent and/or co-manage existing and developing forest health risks with early detection/rapid response strategies.
- 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 associated natural resources.
- Protect, conserve, and enhance wildlife and fish habitat.
- Connect people to trees, forests and associated natural resources and engage them in environmental stewardship and education activities.
- Advance the strategies contained in the Kentucky Forest Action Plan, the Kentucky Wildlife Action Plan, the State Comprehensive Outdoor Recreation Plan, and the Land and Resource Management Plans for the Daniel Boone National Forest and Land Between the Lakes National Recreation Area and other relevant plans.
- 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.
- Provide opportunities for education about the natural and cultural resources of Kentucky's forests.

A key component of the shared stewardship strategy is to prioritize investment decisions on forest treatments in direct coordination with states and other federal agencies. This will be done by using the most advanced science to increase the scope and scale of critical forest treatments that protect communities and create resilient forests and landscapes.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The parties will collaborate to carry out projects as identified and prioritized under the PURPOSE section and may agree to enter into separate agreements and identify specific terms and conditions for each project. 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 landowners and residents of Kentucky.

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, the State Wildlife Action Plan, and any other state and federal plans or initiatives that meet the criteria described above. Consideration will be given to NRCS State Technical Committee recommendations and associated decisions by the State Conservationist in addressing all natural resource concerns across the State when setting priorities.

- B. Collectively evaluate and examine options for managing ecological risks and determining the appropriate actions to take. Realistically prioritize actions 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 issues and concerns raised by any partner consistent with applicable law.
- D. 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 USFS State and Private Forestry Programs, Joint Chief's Landscape Restoration Partnerships, Good Neighbor Authority, landscape scale restoration programs and others available through Farm Bills 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 and local partners, such as Conservation Districts, State Universities, extension agents, non-governmental 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 communication and outreach plan to gauge interest, determine desired levels and methods of engagement, and seek input to the prioritization processes.
- G. Agree to work under the premise of a big tent with an eye towards 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.

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.
- 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 or virtually, 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 Kentucky Environmental Education Council Contacts

KEEC Program Contact

Billy Bennett
500 Mero Street, 4th Floor
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KEEC Administrative Contact

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Principal Kentucky Division of Abandoned Mine Lands Contacts

AML Program Contact

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Principal Kentucky Division of Forestry Contacts

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Principal Office of Kentucky Nature Preserves Contacts

KNP Program Contact

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Principal Kentucky Department of Fish and Wildlife Resources Contacts

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Principal Kentucky Transportation Cabinet Contacts

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Daniel Boone Administrative Contact

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Land Between the Lakes Administrative Contact

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Principal Natural Resources Conservation Service Contacts

Kentucky State Office Program Contacts

State Conservationist
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Kentucky State Office Administrative Contact

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Lexington, KY 40503
859-224-7370
jon.shultz@usda.gov

VI. PROVISIONS:

- A. **NOTICES.** 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. 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 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.
- E. 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.

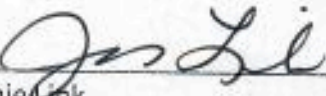
- F. **ACKNOWLEDGMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** All parties shall acknowledge any partner support, if provided, in any publications, audiovisuals, and electronic media developed as a result of this MOU and the purpose as identified. Acknowledgment does not constitute endorsement of the products, services, or views of the partner.
- G. **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.
- 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.
- I. **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.

KENTUCKY EDUCATION AND LABOR CABINET



Jamie Link
Secretary

08/10/2023
Date


KENTUCKY ENERGY AND ENVIRONMENT CABINET



Rebecca Goodman
Secretary

08/10/2023
Date

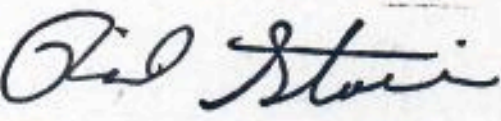
KENTUCKY TOURISM, ARTS AND HERITAGE CABINET



Lindy Casebier
Secretary

8-10-23
Date

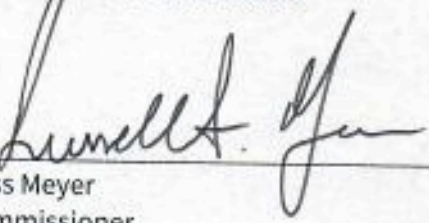
KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES



Rich Storm
Commissioner

8-10-23
Date


KENTUCKY STATE PARKS



Russ Meyer
Commissioner

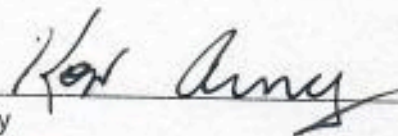
8/10/23
Date

KENTUCKY TRANSPORTATION CABINET


Jim Gray
Secretary

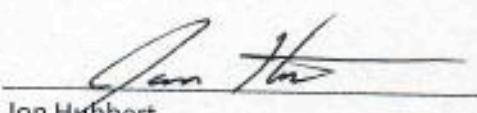
8/10/23
Date

UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE


Ken Arney
Regional Forester, Forest Service Southern Region

8/10/2023
Date

UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCE CONSERVATION SERVICE


Jon Hubbert
(acting) Regional Conservationist, Northeast

8/10/2023
Date