



MEMORANDUM OF UNDERSTANDING
Between
THE STATE OF ARKANSAS
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 Arkansas and the United States Department of Agriculture hereinafter referred to as “the Parties.”

BACKGROUND

The mission of the Arkansas Forestry Commission is to protect Arkansas’s forests, and those who enjoy them, from wildland fire and natural hazards while promoting rural and urban forest health, stewardship, development and conservation for all generations of Arkansans.

The Arkansas Game and Fish Commission’s mission is to conserve and enhance Arkansas’s fish and wildlife and their habitats while promoting sustainable use, public understanding and support.

The United States Department of Agriculture 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.

The mission of the Forest Service, an agency of the United States 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 our Agencies' work.

The Natural Resources Conservation Service (NRCS) is an agency of the United States Department of Agriculture 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 Arkansas, whether aquatic, terrestrial, or air.

Federal, state and private managers of land face a range of urgent challenges, among them catastrophic storms, droughts, flooding, wildfires, 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 that keep working forests productive.

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.

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

- Identify land management priorities and priority natural resource concerns.
- 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 and forests.
- Protect, conserve, and enhance wildlife and fish habitat.
- Connect people to trees and forests and engage them in environmental stewardship activities.

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.

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

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 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 constituents in Arkansas.

III. THE PARTIES SHALL:

- A. Collaborate on mutually agreed upon projects and other work in pursuit of the overarching goals of this MOU, sharing decision space to identify priorities which are consistent with the State Forest Action Plan, and the State Wildlife Action Plan. 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 determine the appropriate actions to take. 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 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 the Federal Farm Bill 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 Arkansas State Parks, Arkansas Natural Heritage Commission, Arkansas Department of Transportation, Conservation Districts, 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 prioritization processes.

- G. 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.

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 jointly will protect sacred sites and preserve cultural resources in accordance with applicable law 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. 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. **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.
- 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. **ENFORCEABILITY.** This MOU is not intended to, and does not create, any right or benefit, substantive or procedural, enforceable at law or equity, by any third party against the United States, the State of Arkansas, their agencies, officers, or any person. 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 authorities.

- E. ALL PARTIES ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. All parties shall acknowledge any partner support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- F. EXTENSION, AMENDMENT, AND TERMINATION. This MOU may be extended or amended upon written request of a party or parties and the subsequent written concurrence of the other party(ies). Any party may terminate this MOU with a 60-day written notice to the other parties.

VI. PERIOD OF PERFORMANCE:

This MOU takes effect upon the signatures of all parties and shall remain in effect through September 30, 2024.

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.

United States Department of Agriculture:

Date: _____ **By:** _____
Sonny Perdue
Secretary of Agriculture

State of Arkansas:

Date: _____ **By:** _____
Asa Hutchinson
Governor of Arkansas

Arkansas State Game and Fish Commission:

Date: _____ **By:** _____

Pat Fitts
Director

ADDENDUM - PRINCIPAL CONTACTS

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

Principal Arkansas Forestry Commission Contacts:

AFC Program Contact	AFC Administrative Contact
Name: Joe Fox Address: 1 Natural Resources Dr. City, State, Zip: Little Rock, AR 72205 Telephone: (501) 225-1598 Email: joe.fox@agriculture.arkansas.gov	Name: Darren Spinks Address: 1 Natural Resources Dr. City, State, Zip: Little Rock, AR 72205 Telephone: (501) 944-2577 Email: Darren.spinks@agriculture.arkansas.gov

Principal Arkansas Game and Fish Commission Contacts:

AGFC Program Contact	AGFC Administrative Contact
Name: Mark Hutchings Address: 455 Dam Site Rd. City, State, Zip: Eureka Springs, AR 72631 Telephone: (479) 253-2506 Email: mark.huchings@agfc.ar.gov	Name: Jana Davis Address: 2 Natural Resources Dr. City, State, Zip: Little Rock, AR 72205 Telephone: (501) 223-6307 Email: jana.davis@agfc.ar.gov

Principal Forest Service Contacts:

Ouachita National Forest Program Contact	Ouachita National Forest Administrative Contact
Name: Norman Wagoner Address: 100 Reserve Street City, State, Zip: Hot Springs, AR 71902 Telephone: 501-321-5275 Email: norman.wagoner@usda.gov	Name: Diane Lowder Address: 100 Reserve Street City, State, Zip: Hot Springs, AR 71902 Telephone: 501-321-5249 Email: diane.lowder@usda.gov

Ozark-St. Francis National Forests Program Contact	Ozark-St. Francis National Forest Administrative Contact
Name: Craig McBroome Address: 605 W. Main St. City, State, Zip: Russellville, AR 72801 Telephone: (479) 964-7202 Email: craig.mcbroome@usda.gov	Name: Mary Angela Dennis Address: 605 W. Main St. City, State, Zip: Russellville, AR 72801 Telephone: (479) 964-7200 ext. 7205 Email: mary.a.dennis@usda.gov

Principal Natural Resources Conservation Service Contacts:

Arkansas State Office Program Contact	Arkansas State Office Administrative Contact
Name: Mike Sullivan Address: 700 West Capital City, State, Zip: Little Rock, AR 72201 Telephone: 501-301-3100 Email: michael.sullivan2@usda.gov	Name: Amanda Mathis Address: 700 West Capital City, State, Zip: Little Rock, AR 72201 Telephone: 501-301-3162 Email: amanda.mathis@usda.gov