MEMORANDUM OF UNDERSTANDING
for AMERICA'S LONGLEAF RESTORATION INITIATIVE
among the

DEPARTMENT OF AGRICULTURE,
DEPARTMENT OF DEFENSE
and
DEPARTMENT OF THE INTERIOR

THIS **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and among the Department of Agriculture, the Department of Defense, and the Department of the Interior acting through the U.S. Fish and Wildlife Service (collectively, "signatory federal partners").

PURPOSE

To maintain a framework for cooperation among the Departments of Agriculture, Defense, and the Interior in order to provide federal leadership to achieve the goals of *America's Longleaf Restoration Initiative* (ALRI) as described in the Conservation Plan (and summarized below) and, thereby, to realize the full spectrum of ecosystem services, landscape resilience, economic opportunities, military training, and social values of longleaf pine ecosystems.

BACKGROUND

The Departments of Agriculture, Defense, and the Interior have long standing interests in the conservation of longleaf pine ecosystems, their numerous associated plant and animal species, and the important ecosystem services, landscape resilience, economic opportunities, military training, and social values inherent to these forests. Accordingly, all three Departments and their respective agencies played key roles in the development of the original Range-wide Conservation Plan for Longleaf Pine (the "Conservation Plan" attached to and incorporated by this reference into the MOU), along with numerous diverse partners from other federal agencies, state agencies, and non-profit conservation groups. Released in March 2009, the original Conservation Plan represents a first-ever effort to frame conservation activities across the entire range of longleaf pine forests in a way that supports, improves, and accelerates the cumulative success and effectiveness of longleaf conservation. At the same time, compatible land uses such as military readiness, recreation, and landowner sustainable forest management has been recognized and celebrated for accomplishing much of the original Conservation Plan goals and maintaining a thriving collaborative. Since 2010, over 1.6 million acres of longleaf pine trees have been planted, approximately 15.3 million acres have been treated with prescribed fire, and over 325,000 acres have been protected for their value as longleaf pine habitat. In total, over 19 million acres have been positively

impacted through ALRI, benefitting local economies, national defense, threatened, endangered and at-risk species, recreational opportunities, forest resiliency, wildfire risk, clean air and water, carbon sequestration, and climate change adaptation.

ALRI's partners now build from this successful model and are working to update the 15-year Conservation Plan and continue the momentum to restore longleaf pine forests. The conservation of longleaf forests requires a multitude of partners working collaboratively in a strategic, coordinated, and sustained fashion, as well as the voluntary participation of private landowners and land managers. This agreement among the signatory federal partners will maintain the continued federal agency leadership for that broader, long-term effort.

## AUTHORITY

The Fish and Wildlife Coordination Act, 16 U.S.C. §661 *et seq,* authorizes the Secretary of the Interior to provide assistance to, cooperate with, and enter into agreements with federal, state and public or private agencies and organizations, to undertake a broad range of conservation activities for the protection of fish and wildlife and their habitats.

Authorities for the Departments of Agriculture and Defense reside within the context of the laws or regulations governing specific programs.

## STATEMENT OF MISSION AND MUTUAL BENEFIT AND INTERESTS

The Department of Agriculture's mission is to provide leadership on food, agriculture, natural resources, rural development, nutrition and related issues based on sound public policy, the best-available science, and efficient management.

The mission of the Department of Defense is to provide the military forces needed to deter war and ensure our nation's security. Ensuring compatible land use around military lands protects the Department of Defense by avoiding land use conflicts near military installations, addressing environmental restrictions that limit military activities, and increasing resilience to climate change.

The Department of the Interior protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island Communities.

Many of the programs, projects, activities, and objectives of signatory federal partners are complementary in nature with respect to longleaf pine conservation. The geographical area of the work anticipated by the three entities will include Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, and Texas.

## GUIDING PRINCIPLES

In renewing this MOU, the signatory federal partners will endeavor to apply the following guiding principles, identified in the Executive Summary section of the original MOU as well as the updated Conservation Plan:

a. **Strategic, Science-based Approach**—The success of *ALRI* hinges on a strategic, science-based approach to conservation. The most current scientific information on ecological functions and services, community impacts, and climate will be considered and incorporated.

b. **Site-based Conservation Efforts in the Context of Sustainable Landscapes in the face of a Changing Climate**—The range-wide conservation of longleaf pine ecosystems is rooted in community-led, site-specific actions that contribute to maintaining ecosystem diversity, resilient communities, and are aligned with the Conservation Plan.

c. **Involvement by Public and Private Sectors**—The conservation of longleaf pine forests demands the combined and coordinated interest and attention of public and private stakeholders and land managers across jurisdictional boundaries.

d. **Partnerships and Collaboration**—A successful partnership will require ongoing cooperation, collaboration, and a perspective that is focused on longleaf pine conservation at the range-wide level. The partners will advance an inclusive approach that broadens and strengthens the partnership by ensuring that equity is part of the activities.

e. **Use the updated Conservation Plan as a Framework and Catalyst**—The original Conservation Plan provided a range-wide framework for longleaf pine ecosystem conservation by identifying the most significant actions to conserve these systems, and by serving as a catalyst to further conservation actions in a strategic and outcome-oriented fashion. The updated 15-year Conservation Plan will serve the same role and will be developed collaboratively by partners to continue the momentum and progress beyond 2025.

## GOALS AND OBJECTIVES

The signatory federal partners intend to plan and accomplish mutually beneficial programs, projects, activities, and strategies that promote the productivity, diversity, and sustainability of fish and wildlife habitats and threatened and endangered species associated with range-wide longleaf pine ecosystems, as well as the economic and social values of longleaf pine working forests. The signatory federal partners' goals and objectives include increasing longleaf pine acreage to 8.0 million acres and to do so in ways that support ecological and species needs, benefits to communities, and healthy forested watersheds in the face of a changing climate.

The signatory federal partners also intend to cooperate to achieve the following goals:

a. **Maintain** existing longleaf pine ecosystems in good condition;

b. **Improve** acres classified as "longleaf forest types" and with longleaf trees present, but missing significant components of understory communities and fire regimes to support representative communities of longleaf pine ecosystems; and

c. **Restore** longleaf pine forests to suitable sites currently in other forest types or land classifications.

FEDERAL COORDINATION

The signatory federal partners intend to maintain a Federal Coordinating Committee to provide the federal leadership and coordination necessary to achieve the goals of the updated Conservation Plan. This Federal Coordinating Committee shall operate at the headquarters and regional levels with each federal partner designating appropriate representatives for each level.

COLLABORATION WITH ADDITIONAL PARTNERS

The signatory federal partners recognize that implementation of the updated Conservation Plan can be fully accomplished only through voluntary, collaborative efforts of the many other state and federal agencies, non-profit organizations, and many others associated with longleaf across its range. The success of the effort described in the Conservation Plan also depends directly on the voluntary participation of private landowners and land managers.

As of 2022, over 100 representatives and more than 55 organizations have served on the Longleaf Partnership Council, bringing diverse perspectives and expertise to the table that make ALRI a truly collaborative effort. The forward momentum of extensive partnerships continues with many organizations prioritizing longleaf restoration and healthy fire management strategies to meet ecological, climate, and community health goals.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

A. LAND MANAGEMENT ACTIVITIES. Consistent with each Department's mission and subject to availability of funds and resources, the signatory federal partners will conduct appropriate management activities on the respective lands for which they are responsible to advance the goals and objectives of this MOU and the implementation of the updated Conservation Plan.

B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Departments of Agriculture, Defense, and the Interior from participating in similar activities or entering into similar instruments with other public or private agencies, organizations, and individuals.

C. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon final signature by the authorized representatives, replaces the previous MOU dated June 28, 2010 (Exhibit A), and will remain in effect for a term of 15 years unless terminated earlier. The federal partners will review the content of this MOU every five years. This MOU may be modified by a written amendment signed and dated by all of the signatory federal partners. Any signatory federal partner may terminate this MOU with a 60-day written notice informing the other partners of the reason for the proposed termination. In the event of such notice, the three signatory partners will intend to meet and attempt to resolve their differences, if any.

D. RESPONSIBILITIES. The Departments of Agriculture, Defense, and the Interior will manage their own activities and utilize their own resources, including expenditure of funds, if any, in pursuing the goals and objectives of the MOU and its associated Conservation Plan. Although the federal signatory partners will carry out such activities independently, each partner intends to coordinate and cooperate with the other partners to promote successful implementation of this MOU and the updated Conservation Plan.

E. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

Regional Forester, Southern Region, Forest Service

**Department of Agriculture**

Regional Conservationist, Southeast, Natural Resources Conservation Service

**Department of Agriculture**

Director, Environmental Planning & Conservation, Office of the Assistant Secretary of Defense for Energy, Installations, and Environment

**Department of Defense**

Regional Director, Southeast Region, Fish and Wildlife Service

**Department of the Interior**

F. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall be construed as obligating the Department of Agriculture, the Department of Defense, or the Department of the Interior to expend, obligate, or transfer any funds, or as involving the United States in any obligation for the present or future payment of money in excess of appropriations authorized by law and administratively allocated for the work to be undertaken pursuant to this MOU and/or supplemental to this MOU.

Specific work projects or activities that involve the transfer of funds, services, or property among the signatory federal partners will require execution of separate instruments or

agreements and be contingent upon the availability of funds. Such projects and activities must be independently authorized by appropriate statutory authority of the respective signatory federal partner(s). This MOU does not provide such authority. Negotiation, execution, and administration of each such instrument or agreement must comply with all applicable statutes and regulations.

G. LIABILITY. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other Federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of (name of other party or parties) employees while acting within the scope of official duty shall be governed by the provisions of the laws of the states of Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, and Texas, as applicable.

H. AUTHORIZED REPRESENTATIVES. By signature below, the signatory federal partners intend that the individuals listed in this MOU as Principal Contacts are authorized to act on behalf of their respective bureaus on matters related to this MOU.

The signatory federal partners will meet periodically, but at least on an annual basis, to review the progress made under this MOU, assess the current goals and objectives, and consider or develop additional short- and long-term goals, objectives and strategies for future implementation. The signatory federal partners will work together to coordinate public relations and public information activities related to this MOU. When press releases or other public statements pertaining to jointly coordinated projects or activities are being prepared, the partner taking the lead for such purpose will provide the other partners an opportunity to review and comment prior to release.

I. OFFICIAL NOT TO BENEFIT. GOVERNMENT OFFICERS AND EMPLOYEES. Pursuant to 18 U.S.C. § 208, no federal government officer or employee shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

J. FREEDOM OF INFORMATION ACT. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

Effective Date:

IN WITNESS WHEREOF, the signatory federal partners hereto have executed this MOU as of the date (s) written below.

Thomas J. Vilsack, *Secretary*
**Department of Agriculture**

SIGNATURE

11 - 15 - 2023
DATE

Brendan M. Owens, *Assistant Secretary for Energy, Installations, and Environment*
**Department of Defense**

SIGNATURE

11-15-2023
DATE

Deb Haaland, *Secretary*
**Department of the Interior**

SIGNATURE

15 November 2023
DATE

**EXHIBIT A**

MOU dated June 28, 2010

MEMORANDUM OF UNDERSTANDING
among the

DEPARTMENT OF AGRICULTURE
DEPARTMENT OF DEFENSE
and

DEPARTMENT OF THE INTERIOR

THIS **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and among the Department of Agriculture, the Department of Defense, and the Department of the Interior acting through the U.S. Fish and Wildlife Service (collectively, "signatory federal partners").

BACKGROUND

The Departments of Agriculture, Defense and the Interior have long standing interests in the conservation of the longleaf pine forest ecosystems and the numerous associated plant and animal species and significant economic and social values. Accordingly, all three Departments and their various agencies played key roles in the development of the Range-wide Conservation Plan for Longleaf Pine (the "Conservation Plan" attached to and incorporated by this reference into the MOU), along with numerous diverse partners from other federal agencies, state agencies and non-profit conservation groups. Released in March 2009, the Conservation Plan represents a first-ever effort to frame conservation activities across the entire range of longleaf pine forests in a way that supports, improves and accelerates the cumulative success and effectiveness of longleaf conservation while at the same time, preserving the military's ability to train. The conservation of longleaf forests will ultimately require a multitude of partners working collaboratively in a strategic, coordinated and sustained fashion, as well as the voluntary participation of private landowners and land managers. The establishment of this agreement among the signatory federal partners will put in place the initial federal agency leadership for that broader, long-term effort.

PURPOSE

To establish a framework for cooperation among the Departments of Agriculture, Defense and the Interior in order provide federal leadership to achieve the goals of the *America's Longleaf* initiative as described in the Conservation Plan (and summarized below) and, thereby, to secure the full spectrum of ecological, economic, military training, and social values of the longleaf pine ecosystems.

AUTHORITY

The Fish and Wildlife Coordination Act, 16 U.S.C. §661 *et seq*, authorizes the Secretary of the Interior to provide assistance to, cooperate with, and enter into agreements with Federal, State and public or private agencies and organizations, to undertake a broad range of conservation activities for the protection of fish and wildlife and their habitats. Authorities for the Departments of Agriculture and Defense reside within the context of the laws or regulations governing specific programs.

STATEMENT OF MISSION AND MUTUAL BENEFIT AND INTERESTS

The Department of Agriculture's mission is to provide leadership on food, agriculture, natural resources, rural development, nutrition and related issues based on sound public policy, the best available science, and efficient management.

The mission of the Department of Defense is to provide the military forces needed to deter war and to protect the security of the United States. Consistent with this mission, the Department of Defense benefits when compatible land use is protected and maintained, as appropriate, in the vicinity of military installations, operating areas, test facilities, training routes and elsewhere as needed, and habitat is preserved so as to eliminate or relieve current or future environmental restrictions affecting operational, test, or training missions.

The Department of the Interior's mission is to protect and provide access to our Nation's natural and cultural heritage, and honor our trust responsibilities to Indian Tribes and commitments to island communities.

Many of the programs, projects, activities and objectives of signatory federal partners are complementary in nature with respect to longleaf pine conservation. The geographical area of the work anticipated by the three entities will include Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana and Texas.

GUIDING PRINCIPLES

In implementing this MOU, the signatory federal partners will endeavor to apply the following guiding principles, identified in the Executive Summary section of the Conservation Plan:

a. **Strategic, Science-based Approach**—The success of *America's Longleaf* initiative hinges on a strategic, science-based approach to conservation.
b. **Site-based Conservation Efforts in the Context of Sustainable Landscapes**—All habitat-based conservation actions must ultimately affect habitat availability and condition at the site level.
c. **Involvement by Public and Private Sectors**—The conservation of longleaf pine forests demands the combined interest and attention of public and private entities and individuals that manage land or otherwise affect land use.

c. **Involvement by Public and Private Sectors**—The conservation of longleaf pine forests demands the combined interest and attention of public and private entities and individuals that manage land or otherwise affect land use.
d. **Partnerships and Collaboration**—A successful initiative will require ongoing cooperation, collaboration and a perspective that is firmly focused on longleaf conservation at the range-wide level.
e. **Use the Conservation Plan as a Framework and Catalyst**—The attached Conservation Plan is intended to provide a range-wide framework for longleaf ecosystem conservation, by identifying the most significant actions to conserve these systems, and by serving as a catalyst to further conservation actions in a strategic and outcome-oriented fashion.

GOALS AND OBJECTIVES

The signatory federal partners' intend to plan and accomplish mutually beneficial programs, projects, activities and strategies to promote the productivity, diversity and sustainability of fish and wildlife habitats associated with range-wide longleaf pine forests and threatened and endangered species, as well as the economic and social values of the longleaf pine ecosystems discussed in the Conservation Plan. The signatory federal partners'goals and objectives include increasing longleaf pine acreage from 3.4 to 8.0 million acres over a period of 15 years, with at least half of this acreage targeted in "Significant Geographic Areas" (using the Conservation Plan as a guide) and to do so in ways that support a majority of ecological and species needs as well as healthy forested watersheds.

The signatory federal partners also intend to cooperate to achieve the following goals identified in the Executive Summary section of the Conservation Plan:

a. **Maintain** existing longleaf ecosystems in good condition;
b. **Improve** acres classified as "longleaf forest types" and with longleaf trees present, but missing significant components of understory communities and fire regimes to support representative communities of longleaf ecosystems; and
c. **Restore** longleaf pine forests to suitable sites currently in other forest types or land classifications.

FEDERAL COORDINATION

The signatory Federal partners intend to establish a Federal Coordinating Committee to provide the Federal leadership and coordination necessary to achieve the goals of the Conservation Plan. This Federal Coordinating Committee shall operate at the headquarters and regional levels with each Federal partner designating appropriate representatives for each level.

COLLABORATION WITH ADDITIONAL PARTNERS

The signatory Federal partners recognize that implementation of the Conservation Plan can be fully accomplished only through the voluntary, collaborative efforts of the many other State and Federal agencies, non-profit organizations and many others associated with

Longleaf pine across its range. The success of the effort described in the Conservation Plan also depends directly on the voluntary participation of private landowners and land managers. Accordingly, under this MOU, the signatory federal partners intend to develop within 180 days of its execution a supplemental Memorandum of Partnership, or other mutually suitable instrument(s), in coordination with government and nongovernment partners to encourage their full engagement at the range-wide level. All participants in a Memorandum of Partnership will need to work regionally and nationally to promote longleaf pine conservation and also support and encourage local, on-the-ground efforts, which will ultimately be the key to successful longleaf pine restoration.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

A. LAND MANAGEMENT ACTIVITIES. Consistent with each Department's mission and subject to availability of funds and resources, the signatory federal partners will conduct appropriate management activities on the respective lands for which they are responsible to advance the goals and objectives of this MOU and the implementation of the Conservation Plan.

B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Departments of Agriculture, Defense and the Interior from participating in similar activities or entering into similar instruments with other public or private agencies, organizations, and individuals.

C. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon final signature by the authorized representatives and will remain in effect for a term of 15 years unless terminated earlier. This MOU may be modified by a written amendment signed and dated by all of the signatory federal partners. Any signatory federal partner may terminate this MOU with a 60-day written notice informing the other partners of the reason for the proposed termination. In the event of such notice, the three signatory partners will intend to meet and attempt to resolve their differences, if any.

D. RESPONSIBILITIES . The Departments of Agriculture, Defense and the Interior will manage their own activities and utilize their own resources, including expenditure of funds, if any, in pursuing the goals and objectives of the MOU and its associated Conservation Plan. Although the Federal signatory partners will carry out such activities independently, each partner intends to coordinate and cooperate with the other partners to promote successful implementation of this MOU and the Conservation Plan.

E. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

Regional Forester, Southern Region, USDA Forest Service

**Department of Agriculture**

Assistant Deputy Under Secretary of Defense (Installations and Environment)
**Department of Defense**

Regional Director, Southeast Region, U.S. Fish and Wildlife Service
**Department of the Interior**

F. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall be construed as obligating the Department of Agriculture, the Department of Defense, or the Department of the Interior to expend, obligate or transfer any funds, or as involving the United States in any obligation for the present or future payment of money in excess of appropriations authorized by law and administratively allocated for the work to be undertaken pursuant to this MOU and/or supplemental to this MOU.

Specific work projects or activities that involve the transfer of funds, services, or property among the signatory federal partners will require execution of separate instruments or agreements and be contingent upon the availability of funds. Such projects and activities must be independently authorized by appropriate statutory authority of the respective signatory federal partner(s). This MOU does not provide such authority. Negotiation, execution, and administration of each such instrument or agreement must comply with all applicable statutes and regulations.

G. AUTHORIZED REPRESENTATIVES. By signature below, the signatory Federal partners intend that the individuals listed in this MOU as Principal Contacts are authorized to act on behalf of their respective bureaus on matters related to this MOU.

The signatory Federal partners will meet periodically, but at least on an annual basis, to review the progress made under this MOU, assess the current goals and objectives, and consider or develop additional short- and long-term goals, objectives and strategies for future implementation.

The signatory Federal partners will work together to coordinate public relations and public information activities related to this MOU. When press releases or other public statements pertaining to jointly coordinated projects or activities are being prepared, the partner taking the lead for such purpose will provide the other partners an opportunity to review and comment prior to release.

H. OFFICIAL NOT TO BENEFIT. GOVERNMENT OFFICERS AND EMPLOYEES. Pursuant to 18 U.S.C. § 208, no federal government officer or employee shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.