



**MEMORANDUM OF UNDERSTANDING
On
SHARED STEWARDSHIP**

Between the

**STATE OF OREGON
OREGON DEPARTMENT OF FORESTRY**

And the

**U.S. DEPARTMENT OF AGRICULTURE
USDA FOREST SERVICE, PACIFIC NORTHWEST REGION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of Oregon through its Department of Forestry, hereinafter referred to as the “State,” and the U.S. Department of Agriculture through its Forest Service, Pacific Northwest Region, hereinafter referred to as the “Forest Service.”

Background:

The purpose of this MOU is to document the commitment of the State, represented by the Governor’s Office and Oregon Department of Forestry, and the Forest Service to work collaboratively to create a shared stewardship approach for implementing land management activities in the state of Oregon.

The Forest Service and the State have a long history of collaboration. The Forest Service is a critical partner in Oregon’s complete and coordinated fire protection system. The State and Forest Service use grant programs to cooperatively manage forest health issues across all forested lands in Oregon, provide technical and financial assistance to nonindustrial landowners, and support urban and community forest protection and management. The State and Forest Service collaborate on multiple monitoring and research projects. The State and Forest Service collaboration extends to the National Forest System with Oregon’s Federal Forest Restoration Program; we jointly implement Joint Chief’s Landscape Restoration Partnership projects, Landscape Scale Restoration projects, and Good Neighbor Authority (GNA) projects. Shared Stewardship is a logical evolution of this relationship.

Oregon is home to 26 forest collaborative groups that work to bring together diverse interests, find common ground, and build greater support for large-scale forest restoration projects. This local work is the foundation of what is known as the “Oregon Model.” Financial support of local collaborative groups by both the State and the Forest Service is critical to achieving an increase in the pace, scale, and quality of restoration efforts. Needed restoration work spans forest types and ownership boundaries, and the current level of available funding requires prioritization.

The State and the Forest Service agree that a Shared Stewardship approach that includes federal, state, and local governments; Tribes; forest industries; environmental groups; other non-governmental organizations; and collaboratives can play a significant role in creating healthy and resilient forested ecosystems, vibrant local economies, healthy watersheds with functional aquatic habitat, and quality outdoor experiences for all Oregonians.

PURPOSE: The purpose of this MOU is to formalize and document our intention to work together across Oregon's forests to achieve desired outcomes at the most appropriate scale. We will employ a strategy with three core elements:

1. Jointly determine management needs at the statewide scale;
2. Do the right work in the right place at the right scale; and
3. Use all available tools.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The State and Forest Service have a mutual interest in developing a long-term Shared Stewardship agreement that defines the principles by which the State and Forest Service will operate to achieve the following for Oregon's forests and communities:

- A shared vision of healthy and resilient forested ecosystems, vibrant local economies, healthy watersheds with functional aquatic habitat, and quality outdoor opportunities for all Oregonians;
- A governance process that respects and builds on Oregon's grassroots collaborative approach;
- A 20-year strategic plan that prioritizes restoration actions and geographies for wildfire risk reduction that can be used to direct federal, state, and private investments in a tangible way;
- A revised Oregon Forest Action Plan that identifies opportunities for all-lands restoration and details priorities to guide delivery of programs specific to National Forests, state, and private lands; and
- A science-based and tractable monitoring and accountability approach to measure outcomes by which we can gauge progress and adjust the approach accordingly.

II. OPERATING PRINCIPLES:

The State and Forest Service agree to operate under the following principles:

- Open, transparent, inclusive, and accountable processes that will allow other interested parties (e.g., federal agencies, Tribes, state agencies, non-governmental organizations, and collaboratives) to join in this shared stewardship agreement.
- Frequent communication that builds and sustains durable relationships among agencies, partners, and stakeholders;

- Support and build on Oregon’s collaborative approach for developing local solutions and providing input to statewide priorities, desired outcomes, and metrics;
- Use adaptive management approaches that include: experimenting, learning, and implementing work to achieve outcomes at scales that are meaningful;
- Maintain our all-lands, all-hands approach of cross boundary partnerships for landscape-scale restoration; and
- Focus on outcomes with metrics, in addition to outputs.

III. THEMES FOR DEVELOPING A LONG-TERM STRATEGY:

Themes to guide development of a long-term strategy and prioritize investments include:

- Initial focus on fire-prone forests and ecosystems of eastern and southwestern Oregon;
- Emphasize restoration around communities at highest risks of wildfire;
- Emphasize communities at high risk of losing wood processing infrastructure and/or workforce, especially underserved communities in rural Oregon;
- Set statewide priorities at the appropriate scale and provide analytical science to empower collaborative groups and communities to develop locally-based solutions;
- Identify strategies and needs on both public and private lands;
- Recognize communities with capacity and/or a track record for success and innovation, while supporting communities to build capacity where needed; and
- Incorporate evolving best-available science in adaptation and mitigation responses to climate change and other major ecological and social drivers.

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

IV. THE STATE SHALL:

- A. Convene a diverse group of stakeholders to help develop a statewide 20-year strategic plan focused on fire-prone forests and ecosystems of eastern and southwestern Oregon. Help set priority treatment areas using values at risk and scenario planning to focus investments on areas that will yield the greatest return. Develop a financial implementation plan that incorporates public-private partnership, including conservation finance to increase scale, by investing in appropriately-scaled infrastructure in rural communities.
- B. Help develop a set of metrics that measure progress on creating the outcomes of healthy, resilient forests; vibrant local communities; healthy watersheds with functional aquatic habitat; and quality outdoor opportunities for all Oregonians.

- C. Collaborate with the Forest Service and stakeholders to revise the Oregon Forest Action Plan by June 2020. Include statewide outcomes and priorities in the action plan.
- D. Work collaboratively with the Forest Service and collaborative groups at the local level to design and implement treatments that meet the priorities and outcomes of the 20-year strategic plan and Oregon Forest Action Plan.
- E. Collaborate with the Forest Service and stakeholders to develop a science-based and tractable monitoring and accountability approach to measure outcomes by which we can gauge progress and adjust the approach accordingly.
- F. Work collaboratively with the Forest Service at the local level to design and implement treatments that establish anchor points and control lines to aid in wildfire suppression.
- G. Help implement restoration using the Good Neighbor Authority.
- H. Inform investments in the Federal Forest Restoration Program using the priorities identified in the 20-year strategic plan and Oregon Forest Action Plan.
- I. Support Forest Service decisions developed collaboratively under this MOU and Oregon's collaborative approach for developing local solutions.

V. THE FOREST SERVICE SHALL:

- A. Participate with the State and a diverse group of stakeholders to help develop a statewide 20-year strategic plan focused on fire-prone forests and ecosystems of eastern and southwestern Oregon. Help set priority treatment areas using values at risk and scenario planning to focus investments on areas that will yield the greatest return.
- B. Help develop a set of metrics that measure progress on creating the outcomes of healthy, resilient forests; vibrant local communities; healthy watersheds with functional aquatic habitat; and quality outdoor opportunities.
- C. Work collaboratively with the State and collaborative groups at the local level to design and implement treatments that meet the priorities and outcomes of the 20-year strategic plan and Oregon Forest Action Plan.
- D. Collaborate with the State and stakeholders to develop a science-based and tractable monitoring and accountability approach to measure outcomes by which we can gauge progress and adjust the approach accordingly.
- E. Work collaboratively with the State at the local level to design and implement treatments that establish anchor points and control lines to aid in suppression of wildfire.
- F. Use every available authority and tool to do more work on the ground, including timber sales, mechanical treatments, and carefully managed fire. Work with the State, partners, and stakeholders to choose the right tools.
- G. Inform the annual Forest Service Pacific Northwest Region budget priorities considering the priorities identified in the 20-year strategic plan and Oregon Forest Action Plan.

- H. Revise and/or develop forest-level, 5-year plans to accommodate priority geographies that include cross boundary actions identified in the 20-year strategic plan and Oregon Forest Action Plan.
- I. Pursue additional investments beyond the annual Forest Service Pacific Northwest Region budget to implement restoration action in the 20-year strategic plan and Oregon Forest Action Plan.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Forest Service is the decision maker for all federal actions. The Forest Service will administer any funds prioritized for implementation of the MOU according to all applicable Federal authorities and procurement standards.
- B. The State, through legislative authorization, maintains a source of funds intended to be additive to the Forest Service investments to increase the pace and scale of restoration of National Forests. State funds will be focused to leverage Forest Service investments. The Forest Service understands and agrees that the State's obligations under this MOU are conditioned upon the Oregon Department of Forestry receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this MOU. Nothing in this MOU is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.
- C. Both parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the above activities, including exploring cross-agency sharing of employees in developmental assignments and/or details.
- D. Shared Stewardship can only happen in a safe, inclusive, trustful, and creative work environment and both parties will strive to create workplaces that allow all employees thrive and reach their full potential in providing excellent public service.
- E. A coordinated and collaboratively-developed communications strategy will be developed to significantly benefit the implementation of programs and projects to achieve the purposes of this MOU.
- F. The Forest Service and the State are bound by all applicable federal, state, and local statutes and regulations.
- G. 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: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator 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 Forest Service 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 authorities.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authorities.

- H. PUBLIC NOTICES. It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. The State is encouraged to give public notice of the receipt of this MOU and, from time to time, to announce progress and accomplishments. Press releases or other public notices about this MOU should acknowledge "the U.S. Forest Service, Department of Agriculture."

The State is requested to coordinate and provide copies of notices or announcements to the U.S. Forest Service's Office of Communications and Community Engagement as far in advance of release as possible.

- I. TERMINATION. This MOU may be terminated, in whole or part, as follows: When the Forest Service and the State agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, by 30 days written notification by either party, setting forth the reasons for termination, effective date and, in the case of partial termination, the portion to be terminated. If either party decides the remaining portion of MOU will not accomplish the purpose of the MOU, the party may terminate the MOU upon 30 days written notice in its entirety.
- J. COMMENCEMENT. This MOU is executed as of the date of the last signature and is effective until it is terminated.
- K. 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 have executed the MOU as of the last date written below.

MOU on Shared Stewardship between the State Of Oregon, Oregon Department of Forestry and
the U.S. Department Of Agriculture, Forest Service, Pacific Northwest Region

Kate Brown

KATE BROWN, Governor
State of Oregon

August 13th 2019

Date

P. Daugherty

PETER DAUGHERTY, State Forester
Oregon Department of Forestry

August 13th 2019

Date

for Jim Hubbard

SONNY PERDUE, Secretary
U.S. Department of Agriculture

Aug 13, 2019

Date

Glenn Casamassa

GLENN CASAMASSA, Regional Forester
USDA Forest Service, Region 6

8-13-19

Date

ATTACHMENT A
PRINCIPAL CONTACTS.

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

Principal State Contacts:

State Contact	State Administrative Contact
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Principal U.S. Forest Service Contacts:

Forest Service Contact	Forest Service Administrative Contact
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