MEMORANDUM OF UNDERSTANDING
BETWEEN THE

Texas Forest Service
AND THE
United States Department of Agriculture, Natural Resources Conservation Service
In Texas

This Memorandum of Understanding (MOU) is made and entered into by and between the two parties: Texas Forest Service (TFS) and the United States Department of Agriculture, Natural Resources Conservation Service in Texas (NRCS-TX), hereafter referred to as The Parties.

I. PURPOSE

The purpose of this state-level MOU (State MOU) is to recognize and support the principles and actions outlined by the National-level Memorandum of Understanding (National MOU) signed by NRCS, National Association of State Foresters (NASF) , the USDA US Forest Service (USFS), and the National Association of Conservation Districts (NACD) on September 29, 2008.

The Parties have a long-term commitment to the conservation and stewardship of Texas' natural resources. This State MOU should strengthen cooperation among TFS and NRCS-TX resulting in coordinated interagency delivery of forestry-related conservation assistance to private landowners in order to sustain the health, diversity, and productivity of Texas' private working lands – forestland, cropland, pasture, and rangeland.

II. BACKGROUND

TFS and NRCS-TX recognize that healthy forests are a critical component of Texas' landscape and economy. The Parties recognize that privately-owned forests make up a substantial share of the forest resource base of the state and that these forests are increasingly being divided into smaller ownership parcels. The Parties recognize that the owners of all non-industrial private forestland (NIPF) are key customers for our programs/activities. Increased coordination and collaboration is essential so that we can provide assistance to a changing customer/owner base.

The Parties believe that strong partnerships at the State level will make it possible to be more effective in assisting NIPF landowners, thereby increasing natural resource benefits from working forest lands. The Parties also recognize that strong citizen participation, as well as stakeholder-based partnerships operating at the local, State, regional, and other geographic scales are fundamental to successful conservation of natural resources.

Each party delivers to private landowners and land managers technical and financial assistance through their various conservation programs and activities. Increased coordination and collaboration can result in synergistic effects that enable success in achieving broader conservation goals.

III. ROLES AND RESPONSIBILITIES

This State MOU commits the Parties to the actions expected to enable the Parties to accomplish their individual and collective conservation goals and missions more effectively based on the following guiding principles:

1. **Make the best, most efficient use of all available programs and resources**
    - TFS and NRCS-TX will work together to ensure that respective program resources are used in a way that is most effective, strategic and complementary, focusing together on the priority areas identified in Texas Statewide Assessments and Strategies for Forest Resources and the priorities selected for the NRCS-TX Conservation Stewardship Program.
    - The Parties are committed to addressing mutual natural resource management concerns and meeting landowner demands for planning and related technical and financial assistance.
    - TFS and an NRCS-TX state office representative will meet formally at least two times per year. At the State Stewardship Coordinating Committee meeting, NRCS-TX will be given the opportunity along with other natural resource agencies on the committee to give a presentation about NRCS programs, projects, or current issues. A second meeting between TFS and NRCS-TX will be an individual meeting for planning purposes and program direction review. This meeting should occur at least 30 days prior to the next fiscal year. The purpose of this second meeting shall be to review accomplishments specific to TFS and NRCS-TX of the previous year, agree on strategies for the upcoming year, and discuss any new programs or projects the relate to the partnership between TFS and NRCS-TX forthcoming in the next year.
    - After submitting proof of qualifications, at least two TFS foresters per year will be approved as Level 2 Conservation Planners (as per Texas NRCS Conservation Planning policy), pending adequate NRCS and TFS resources.
      TFS may provide an employee to serve as a shared resource, who is housed in the USDA-NRCS state office in Temple, TX. TFS will pay the salary, benefits and provide a vehicle for its employee; NRCS will provide work space and working tools for this employee. The employee will be supervised by Texas Forest Service in consultation with the NRCS State Resource Conservationist. The NRCS State Resource Conservationist will provide input into the shared employee's annual performance review and annual work plan.
    - NRCS will fully support a forum for public providers of forestry assistance that will be established by TFS.
    - TFS will serve on the Texas State Technical Advisory Committee.

2. **Forest Stewardship Program is a primary choice for planning assistance on private forest land**
    - The USFS's Forest Stewardship Program (FSP) administered by TFS will continue to be a primary federal program through which State forestry agencies, and their well-established network of professional technical assistance providers, provide technical and planning assistance to private forest landowners.
    - A Forest Stewardship plan should allow private forest landowners to access financial assistance (e.g., Environmental Quality Incentives Program – EQIP) to implement their plan and other opportunities, including tax incentives, certification, and emerging markets for ecosystem services (e.g., carbon, water, biodiversity).
    - NRCS-TX will accept Forest Stewardship Plans and similar private sector plans as satisfying the EQIP requirement for a "forest management plan", before approving

financial assistance to implement conservation practices in that plan (Section 2506, 2008 Farm Bill).

- TFS and NRCS-TX will work together to identify the information needed by NRCS-TX to ensure Forest Stewardship Plan compatibility with NRCS policies. The new appendix to the FSP national standards and guidelines provides a good basis for state agreements.
- The Parties encourage the use of common state level forest management plan templates that meet the needs/requirements of multiple programs (e.g., FSP, EQIP, American Tree Farm System) and provide landowner access to financial assistance and other incentives and opportunities. The Parties also encourage joint training of employees and Technical Service Providers (TSP), cross-training of selected employees, and coordinated outreach efforts to improve overall delivery of technical assistance.
- NRCS-TX and TFS will work together to define forest conservation activity plans.
- TFS will provide technical assistance for other natural resource programs.

3. **Emphasize FSP for planning assistance and EQIP for financial assistance to implement plans**
   - Financial assistance provided through NRCS's Environmental Quality Incentives Program (EQIP) can most clearly complement FSP technical and planning assistance by enabling the landowner to implement practices that are called for in their Forest Stewardship plan, particularly where other incentives or assistance for plan implementation are lacking.
   - In Texas counties where landowner demands/needs for planning cannot be met with FSP resources or private sector plans, EQIP financial assistance for the new NRCS Conservation Activity Plan/Forest Management Plan is an option that can be considered.
   - The NRCS-TX State Conservationist and TFS State Forester will cooperate to ensure that any financial assistance offered by NRCS-TX for forest management plans is complementary with the assistance offered by TFS through the FSP, and not redundant or confusing to landowners and cooperators.

4. **NRCS-TX and TFS will be able to illustrate both joint and individual program accomplishments**
   - If EQIP provides financial assistance to develop forest management plans (e.g., NRCS Conservation Activity Plan/Forest Management Plan), the plans may have different or additional requirements to meet program reporting and accounting purposes.
   - Spatial accomplishment tracking, and the ability to share selected spatial data, will allow TFS as an administrator of USFS Programs and NRCS to illustrate how FSP and EQIP are both individually and together providing planning and related technical and financial assistance to achieve outcomes within priority landscapes.
   - TFS and NRCS-TX will work together toward the proposed integration of USFS's WebDET planning tool/database or similar tracking system. NRCS's National Conservation Planning database is critical to acquiring this tracking/reporting capability.
   - The Parties are committed to an ongoing evaluation of respective program accomplishments and roles in addressing mutual landscape-scale resource management concerns.
   - TFS will serve on the technical advisory committee for at least one of the plant materials centers.

IV. GENERAL PROVISIONS

A. This State MOU takes effect upon the signatures of the Parties and rem**a**ins in effect for as long as the national MOU remains in effect or 5-years from the date this agreement is signed, whichever comes first. In the event of termination by one of the Parties, the other Party may initiate a new MOU between them.

B. This agreement can be cancelled by either party at any time with 30-days written notice to the other party.

C. This State MOU recognizes agreement between the Parties on the general provisions described in the National MOU.

D. Section 1619 of the Farm Bill prohibits the Secretary of Agriculture and its employees from disclosing certain information that has been provided by agricultural landowners and producers to participate in the U.S. Department of Agriculture's (USDA) programs, except as necessary for delivering technical assistance. Section 1619 of the Farm Bill prohibits the release of information that falls into certain categories. Information that has been provided to USDA by an agricultural producer or owner of agricultural land concerning the operation, practices, or the land itself in order to participate in USDA programs is not to be disclosed by any USDA employee. Geospatial information is also prohibited from disclosure when it has been maintained by the Secretary and concerns the land which an agricultural producer or owner has provided information to participate in a USDA program.

a) Despite any provision of this Agreement to the contrary, TFS may disclose Confidential Information as required by law. "Required by law" includes, but is not limited to, disclosures compelled by lawful subpoena, court order, or demand, or any other lawful process; provided, however, that immediately upon receipt of such a subpoena, order, or demand, TFS must notify NRCS of the impending disclosure to allow NRCS an opportunity to prevent the disclosure. TFS is not required to pursue any claim, defense, cause of action, or legal process or proceeding on NRCS's behalf.

b) NRCS acknowledges that TFS must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

V. AGENCY/ORGANIZATION CONTACTS

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VI. AUTHORITIES

This State MOU is entered into in accordance with the same laws, organizational policy, and Executive Orders recognized in the National MOU. In addition, The Parties agree to adhere to the applicable laws of the state of Texas.

VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

_____	_____
Tom Boggus	***Donald W. Gohmert Name***
Director and State Forester	***State Conservationist***
Texas Forest Service	***USDA NRCS-TX***
_____	_____
Date	Date