



MEMORANDUM OF UNDERSTANDING
Between
THE WESTERN GOVERNORS' ASSOCIATION
And The
UNITED STATES DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Western Governors' Association, hereinafter referred to as "WGA," and the United States Department of Agriculture, hereinafter referred to as "USDA."

Background:

WGA is an instrument of the Governors of the 22 westernmost states and territories for bipartisan policy development, information exchange, and collective action on issues of critical importance to the West. Governors possess primary decision-making authority for management of state resources, including management of those resources on federal lands. Western Governors recognize that Shared Stewardship is an effective framework to establish shared state-federal priorities for forest and rangeland management, and encourage the development of similar agreements with other Executive Branch agencies for other areas of natural resource management.

The mission of USDA is to provide leadership on food, agriculture, natural resources, rural development, nutrition, and related issues based on public policy, the best available science, and effective management. Many of its agencies manage activities that are significantly important to states and territories. The Forest Service (USFS) sustains the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. USFS manages 193 million acres of public land, works with tribal governments, state, territorial, and private landowners, and maintains the largest forest research organization in the world. The Natural Resources Conservation Service (NRCS) helps private landowners make investments in their operations and local communities to keep working lands working, increase the competitiveness of American agriculture, and improve the quality of our Nation's air, water, soil, and habitat. NRCS activities are central to promoting cross-boundary collaboration across landscapes with private and public ownership. USDA Rural Development (USDA-RD) works to improve the economy and quality of life in rural America through a variety of loans, grants, and technical assistance. USDA-RD helps create jobs and support economic development and essential services such as housing; health care; first responder services and equipment; and water, electric and communications infrastructure.

In December 2018, WGA and USDA signed the first agreement for shared stewardship under the Department's strategy for land management, *Toward Shared Stewardship Across Landscapes: An Outcome-Based Investment Strategy*. Since that time, the Department has executed shared stewardship agreements with 31 individual states and 3 regional organizations to cooperatively examine and address a wide range of land management and rural development challenges.

WGA and USDA see the value of continuing to pursue collaborative engagement across a wide range of USDA's activities. With additional investments from the Infrastructure Investment and

Jobs Act and the Inflation Reduction Act, cooperation between USDA and state and territorial governments is crucial to ensuring the effective and efficient implementation of these efforts.

I. PURPOSE

The purpose of this MOU is to establish a framework to allow USDA and WGA to work collaboratively to accomplish mutual goals, further common interests, and effectively respond to the increasing suite of land management and rural development challenges facing western landscapes. Federal, state, territorial, and private managers of forests and rangelands face a range of urgent challenges, among them catastrophic wildfires, invasive species, degraded watersheds, and epidemics of insects and disease.

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

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

USDA and WGA seek to proactively improve forest and rangeland conditions and the overall quality of life in western states and territories. To achieve resilient landscapes and communities, USDA and WGA will take a more integrated approach to prioritizing investments where they will have the greatest effect, and will work together to set priorities that address risk across broad landscapes. A collaborative approach that addresses risk across different ownership boundaries and habitat types will have direct and positive effects on land management practices and the constituents of western states and territories.

III. WGA SHALL:

- A. Identify a key staff member within WGA to act as a coordinator/liaison in this relationship.
- B. Facilitate the involvement of western states and territories and stakeholders in working with USDA to achieve the purposes of this MOU.
- C. Collaborate on mutually agreed upon efforts in the pursuit of this MOU's overarching goals. Such efforts may be defined within separate agreement(s).
- D. Meet with representatives of USDA to identify strategic areas for collaboration and develop proposals to meet the purpose of this MOU.
- E. Encourage the development of initiatives that promote collaboration in mutually-identified priority areas.
- F. Evaluate risk through a joint commitment to examining options for managing western cross-boundary landscapes and providing a forum for state and territorial officials to collaborate with USDA.

IV. USDA SHALL:

- A. Work collaboratively with states and territories to reach agreements on strategic areas identified for collaboration and develop proposals to meet the purposes of this MOU.
- B. Evaluate risks associated with the strategic areas identified through a joint commitment to examining options for managing risk and deciding what actions to take.
- C. Make reasonable efforts to: achieve consistency and avoid conflicts between federal and state and territorial objectives, plans, laws, policies, and programs; and address and resolve all issues and concerns raised by states and territories unless precluded by law.
- D. Collaborate on mutually agreed upon efforts in the pursuit of this MOU's overarching goals. Such efforts may be defined within separate agreement(s).
- E. Consider and incorporate state, territorial, and local data and expertise, including socioeconomic data, in development and analysis of federal actions.

V. IT IS MUTALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. USDA and WGA are bound by all applicable federal, state, and local statutes and regulations.
- B. Both parties will communicate on a regular basis to enhance and develop the institutional arrangements necessary to facilitate the above activities.
- C. USDA, WGA and relevant state and territorial agency officials will conduct business pertaining to this agreement by means of in-person meetings, conference calls, or other means. In each calendar year, USDA and WGA will meet at least once in person.
- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
-----------------------------------	--

Name: Jonah Seifer Address: 1700 Broadway, Suite 500 City, State, Zip: Denver, CO 80290 Telephone: (617) 610-0674 Email: jseifer@westgov.org	Name: Amy Layton Address: 1700 Broadway, Suite 500 City, State, Zip: Denver, CO 80290 Telephone: (303) 835-3827 Email: alayton@westgov.org
--	--

Principal USDA Contacts:

USDA Program Manager Contact	USDA Administrative Contact
Name: Keith Ryan O’Loughlin Address: 1400 Independence Ave., Suite 202W City, State, Zip: Washington, DC 20250 Telephone: 202-720-7173 Email: keith.oloughlin@usda.gov	Name: Andrew Richards Address: 201 14 th Street SW City, State, Zip: Washington, DC 20250 Telephone: 202-205-1676 Email: andrew.j.richards@usda.gov

- A. **NOTICES.** Any communications affecting the operations covered by this agreement given by USDA or WGA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the USDA Program Manager, at the address specified in the MOU.

To WGA, at WGA’s address shown in the MOU or such other address designated within the 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 USDA or WGA from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. **ENDORSEMENT.** Any of WGA’s contributions made under this MOU do not by direct reference or implication convey USDA endorsement of WGA’s products or activities and does not by direct reference or implication convey the cooperators’ endorsement of USDA 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.

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 USDA 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.

- E. USE OF USDA INSIGNIA. In order for WGA to use any USDA insignia on any published media, such as a web page, printed publication, or audiovisual production, permission must be granted from the USDA Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.
- F. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. FREEDOM OF INFORMATION ACT (FOIA). This MOU and any information provided under it are subject to the Freedom of Information Act (5 U.S.C. 552).
- H. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- I. USDA ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WGA shall acknowledge USDA support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- J. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WGA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- K. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- L. DEBARMENT AND SUSPENSION. WGA shall immediately inform USDA if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WGA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify USDA without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- M. 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 by all properly authorized, signatory officials, 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.
- N. 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.
- O. 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.

U.S. Department of Agriculture

Date: _____

By: _____
Xochitl Torres Small

Deputy Secretary of Agriculture

Western Governors' Association

Date: _____

By: _____

Mark Gordon
Governor of Wyoming
Chair, Western Governors' Association

Date: _____

By: _____

Michelle Lujan Grisham
Governor of New Mexico
Vice Chair, Western Governors' Association