

MEMORANDUM OF UNDERSTANDING
between the
DEPARTMENT OF DEFENSE
DEPARTMENT OF THE INTERIOR
and
DEPARTMENT OF AGRICULTURE
establishing
GOVERNING PRINCIPLES FOR THE
SENTINEL LANDSCAPES PARTNERSHIP

Preamble

The enduring mission of the Department of Defense (DoD) is to provide the combat-credible military forces needed to deter war and protect the security of our nation. In order to do so, DoD must be able to use its lands to test, train, and operate and must work with others to protect those lands and military airspace from incompatible development, regulatory restrictions, threats to military installation resilience, and other forms of encroachment.

The mission of the U.S. Department of the Interior (DOI) is to protect and manage the Nation's natural resources and cultural heritage; provide scientific and other information about those resources; and honor its trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities. DOI strives to work cooperatively with others in all levels of government and private landowners to improve management of species and their habitats and enhance conservation stewardship in order to achieve shared natural resource management goals across landscapes.

The U.S. Department of Agriculture (USDA) provides leadership on food, agriculture, natural resources, rural development, nutrition, and related issues and works to provide economic opportunity through innovation, promote agriculture production, and to preserve our Nation's natural resources through conservation, restored forests, improved watersheds, and healthy private working lands.

The Sentinel Landscapes Partnership was established to enhance collaboration among DoD, DOI, USDA, and others in government and in the private sector on measures and actions that will protect military lands and airspace from incompatible development, regulatory restrictions, threats to military installation resilience, and other forms of encroachment, while also promoting conservation, agriculture, forestry, outdoor recreation, and the health of both our natural resources and of the rural economy.

To that end, the Sentinel Landscapes Partnership works to achieve landscape-level outcomes that are consistent with and supportive of land uses that are compatible with the military mission and concurrently advance the missions and goals of the DOI, USDA, and others in the public and private sectors who engage in actions under the partnership.

DoD, DOI, and USDA therefore enter into this memorandum of understanding (MOU) to advance the purposes of the Sentinel Landscapes Partnership.

Authorities

Congress established the Sentinel Landscapes Partnership comprised of the Secretaries of Defense, of Agriculture, and of the Interior (hereinafter referred to as the parties) by enacting §317 of the fiscal year (FY) 2018 National Defense Authorization Act (P.L. 115-91, 10 U.S.C. §2684a note). Section 317(c) confirms the authority of the parties to coordinate their sentinel landscape efforts for the mutual benefit of conservation, working lands, and national defense. Section 317(d) allows, but does not require, the Secretaries of Agriculture and of the Interior to give any eligible landowner or agricultural producer within a designated sentinel landscape priority consideration for participation in any easement, grant, or assistance programs administered by that Secretary's department. Furthermore, section 317(e) defines a sentinel landscape as a landscape-scale area that includes one or more military installations or state-owned National Guard installations and associated airspace, along with the working or natural lands that serve to protect and support the rural economy, the natural environment, outdoor recreation, and the national defense test and training missions of the military or State-owned National Guard installation or installations.

Purposes

Sentinel landscapes are places where preserving the working and rural character of our private lands is important for both national defense and conservation priorities. Rural working forest, agriculture, and other lands provide many important public benefits: watershed protection; habitat for species of conservation concern; opportunities for outdoor recreation; open space and wildland preservation; biodiversity protection; resilience to climate change; commodity production; and the maintenance of a rural way of life. In addition to those benefits, certain working and natural lands are also situated geographically to protect the military mission from incompatible development. Through the Sentinel Landscapes Partnership, the parties will work together where priorities overlap near military installations to help landowners make improvements to the land that benefit their operations, enhance wildlife habitat, preserve natural resources, and enable the DoD's training missions to continue.

The Parties enter into this MOU to:

A. Coordinate the delivery of federal programs within designated sentinel landscapes to optimize the benefits of federal assistance to private, tribal, state, and municipal landowners therein whose working and natural lands also serve to protect the military mission.

B. Advance the Sentinel Landscapes Partnership, which was established to recognize and promote sound conservation, natural resource management, forestry and agricultural economies, and nature-based resilience practices on lands and waters that also serve to enable and protect the military mission.

C. Identify, coordinate, and carry out sentinel landscape efforts as envisioned and authorized under § 317 of the FY 2018 National Defense Authorization Act, including, as appropriate, the collective designation or dedesignation of sentinel landscapes and the support of existing sentinel landscapes.

It is mutually agreed

A. The collective leadership of the Sentinel Landscapes Partnership consists of principal-level members representing each of the parties. Said principals agree to meet at least annually to provide input to and approve a rolling Sentinel Landscapes Partnership work plan outlining five-

year objectives and key results, along with projected 12-month actions.

B. There is an established Sentinel Landscape Federal Coordinating Committee (SL-FCC) to facilitate interaction between the parties. The committee shall be comprised of one or more designated senior-level officials representing each of the parties and will be responsible for preparing and presenting the Sentinel Landscapes Partnership work plan to principals annually.

C. The parties agree that the SL-FCC may establish technical working groups as needed.

D. Additional federal agencies and elements with programs and missions consistent with achieving the purposes of the Sentinel Landscape Partnership may, with the concurrence of the existing parties, be added as additional parties. Membership in the Sentinel Landscape Partnership shall be evidenced by each new party's execution of this MOU.

E. Parties agree, in consultation with one another, to use their authorities and programs to preserve, enhance, and protect habitat, working lands, and associated agricultural and forest production in the vicinity of military installations in designated sentinel landscapes in order to reduce, prevent, or eliminate current or future restrictions on military training and testing activities and forestall incompatible development in the vicinity of installations, while also advancing the missions of one or more of the other parties. More specifically, the parties agree to work together to advance the following objectives:

- Determine needs and identify opportunities for both public and private sector programs, services, incentives, and other measures that would encourage private landowners to engage in forest and land management activities that effectively contribute to the sustainment of military installations, ranges, and airspace, particularly through the voluntary perpetuation and expansion of private working lands.
- Prepare and annually update a SL-FCC work plan outlining five-year objectives and key actions and 12-month projected actions.
- Coordinate and improve the delivery of federal assistance programs, including climate-smart farming and forestry practices, to landowners including historically underserved and urban agricultural producers within designated sentinel landscapes, via a coordinated work plan.
- Determine whether sufficient administrative discretion exists within the framework of existing program authorities to support the Sentinel Landscapes Partnership, and identify any additional authorities recommended to facilitate the Sentinel Landscapes Partnership.
- Collectively designate sentinel landscapes and seek to facilitate actions that demonstrate the advantages of the parties working together for the mutual benefit of conservation, working lands, and national defense.
- Coordinate with local sentinel landscapes to develop and promote the use of a compendium of potential tools and approaches to benefit designated sentinel landscapes.

F. To facilitate coordination between the parties and appropriate State agencies in developing, revising, and implementing State action plans (e.g., State forest action plans, State wildlife action plans) for consistency with designated sentinel landscapes.

G. To support the enhancement of collaboration among the existing parties and other partners

and encourage additional federal agencies and elements to join the Sentinel Landscapes Partnership as full parties.

H. No later than one year following the execution of this MOU and annually thereafter, the SL-FCC agree to prepare a joint report that includes an assessment of the actions undertaken within the various designated sentinel landscapes to advance the objectives of the Sentinel Landscape Partnership as articulated in this MOU.

I. This MOU is a voluntary agreement that expresses the good-faith intentions of the parties; is not intended to be legally binding, does not create any contractual or fiscal obligations, and is not enforceable by any party. It does not create any right or benefit, substantive or procedural, enforceable by law or equity, by any party, against the parties to this MOU, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the parties to this MOU. All commitments made by the parties to this MOU are subject to the availability of appropriated funds and budget priorities within each party to this MOU. Nothing in this MOU obligates the parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or to incur other financial obligations. Any transaction involving transfers of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

Signatures

This MOU shall take effect beginning on the day after the last party signs. This MOU shall remain in effect until superseded or terminated by mutual agreement of the parties. Any party may withdraw from this MOU at will upon written notice to the other parties.

IN WITNESS WHEREOF the parties hereto through their duly authorized representatives have executed this MOU as of the written date of last signature below.

United States Department of Defense, Office of the Assistant Secretary of Defense (Sustainment)

MORANI.STEVE Digitally signed by
MORANI.STEVEN.J.1174632444
Date: 2022.01.21 13:35:46 -05'00' 1/21/22

Steven J. Morani Date
Principal Deputy Assistant Secretary of Defense
for Sustainment (Logistics)
Acting Assistant Secretary of Defense for Sustainment

Department of the Interior, Fish and Wildlife Service

MARTHA Digitally signed by
MARTHA WILLIAMS
Date: 2022.01.25
11:39:33 -05'00' WILLIAMS

Martha Williams Date
Principal Deputy Director
Exercising the delegated authority of the Director
U.S. Fish and Wildlife Service

Department of Agriculture, Natural Resources Conservation Service

TERRY COSBY Digitally signed by TERRY COSBY
Date: 2022.02.08 11:25:39 -05'00'

Terry Cosby Date
Chief of Natural Resources Conservation Service

Department of Agriculture, Forest Service

RANDY MOORE RANDY MOORE
2022.01.19 13:20:09 -05'00'

Randy Moore Date
Chief, USDA Forest Service