

CAPE FEAR ARCH CONSERVATION COLLABORATION



MEMORANDUM OF UNDERSTANDING AMONG:

Audubon North Carolina
Bald Head Island Conservancy
Brunswick County Soil & Water Conservation District
Cape Fear Resource Conservation & Development, Inc.
Cape Fear Museum
Cape Fear River Watch
City of Wilmington
Coastal Water Watch
Columbus County Soil & Water Conservation District
Conservation Trust For North Carolina
Natural Resource Conservation Service
New Hanover Soil and Water Conservation District
New Hanover County Board of Commissioners
North Carolina Coastal Federation
North Carolina Coastal Land Trust
North Carolina Cooperative Extension
North Carolina Department of Environment & Natural Resources,
North Carolina Department of Agriculture, Plant Conservation Program
North Carolina Wildlife Resources Commission
Resource Management Service, LLC
South Carolina Coastal Conservation League
Southeastern Community College
Southern Environmental Law Center
The Nature Conservancy North Carolina Chapter
Town of Kure Beach
U.S. Fish and Wildlife Service
Winyah Rivers Foundation

BACKGROUND

Southeastern NC and northeastern SC stretch across the lower Coastal Plain and are strongly influenced by the geologic region known as the “Cape Fear Arch”. The Cape Fear Arch is an area slightly uplifted relative to the rest of the coastal plain, even standing as a peninsula at certain times when the rest of the coastal plain was submerged. The Arch extends laterally northeastward towards Cape Lookout and southwestward towards Cape Romain, gradually intergrading with the adjacent embayments. The region is characterized by a series of as many as eleven scarps and terraces.

The Cape Fear Arch is a region of particularly high biological diversity and supports nationally significant occurrences of animal and plant communities. The rural character of the area, coupled with the flora and fauna and supporting geophysical landform have created a natural environment with abundant opportunities to enjoy fishing, hunting, camping, hiking, canoeing, and other natural resource based outdoor recreational opportunities. Many residents, permanent and seasonal, have chosen the area because of the many amenities afforded by the natural environment.

However, rapid population growth is fueling urbanization, changing the area’s rural character, and threatening its natural resources. There is still a window of opportunity to plan properly for the anticipated population growth in a way that will allow for economic development while protecting the resources that make this area so special.

This region has been identified in NC’s Wildlife Action Plan, the Nature Conservancy’s Mid-Atlantic Coastal Plain Ecoregional Plan and One North Carolina Naturally as one of the highest priority areas for conservation efforts in the Mid-Atlantic Coastal Plain.

Many organizations and individuals are interested in realizing a vision for this region where man’s and nature’s needs are properly balanced. These entities have recognized the importance of coordinating efforts in the region to avoid duplication of effort and missed opportunities, leading to the formation of the Cape Fear Arch Conservation Collaboration. A focal area map can be found in Figure 1.

STATEMENT OF MUTUAL BENEFIT AND INTEREST

The participating organizations represent a broad spectrum of land managers and land conservation advocates with differing missions. Some are custodians of large areas of public land held primarily for resource conservation and utilization. Some modify the resource base by their own activities, and some are conservation advocates with little or no land base of their own. All are dedicated to sustainable natural resource management, providing for human needs while retaining our natural heritage. Towards this end, the participating organizations will attempt to foresee potential conservation opportunities and resource issues and, within their authority and

consonant with their missions, work to maintain and protect ecologically viable and significant areas.

PURPOSE

This Memorandum of Understanding (MOU) is entered into for the purpose of enhancing cooperation and communication regarding regional conservation issues within the Cape Fear Arch landscape by establishing the Cape Fear Arch Conservation Collaboration (“Cape Fear Arch”).

The mission of the Cape Fear Arch is:

Develop and implement a community conservation vision to build awareness, protection and stewardship of the region’s important natural resources.

The participating organizations and agencies recognize the following goals of the Cape Fear Arch:

- 1) To identify and map the highest priority habitats and species in need of conservation attention in the region;
- 2) To promote the conservation, restoration, health and sustainable use of the landscape and the native terrestrial and aquatic communities that depend, in whole or in part, on the lands and waters of the Cape Fear Arch focus area;
- 3) To encourage public/private partnerships among participating governmental agencies, community and non-governmental organizations, academic institutions, corporations, and private landowners to enhance resources and achieve land conservation results on a landscape scale;
- 4) To enhance coordination among participants concerning current and future initiatives such that participants will be able to take better advantage of the work already being done by others, as well as identify opportunities for working together to undertake more ambitious projects than any single participant's resources would otherwise permit;
- 5) To encourage an on-going regional dialogue among participants about sustainable land management, working landscapes and native biodiversity;
- 6) To establish a network of conservation lands and waterways, and to promote the establishment of landscape corridors and buffers, between and adjacent to existing conservation lands to protect and enhance long-term wildlife population viability and genetic exchange and to ensure land management flexibility;
- 7) To promote the education of interested private individual and corporate landowners and local government agencies on conservation land management through demonstrations, workshops and field trips;
- 8) To provide local, county and state government entities with the information and tools necessary to help conserve the natural resources of the region; and
- 9) To create popular recognition of the beauty, significance and value of the region’s special conservation resources.

To achieve these goals, the Cape Fear Arch will provide a communicative forum to identify opportunities for collaborative action among the participants. Although it is not the intent to provide the Cape Fear Arch with the authority to carry out any specific project in furtherance of its stated objective and goals, participants will, to the extent authorized under a participant's regulatory and statutory authority, applicable regulations, and in consonance with the participant's primary mission:

- Promote a vigorous and broadly inclusive public discourse on the precepts underlying sustainable land use;
- Assess opportunities and work cooperatively to enhance, protect, conserve, and restore the sensitive and unique plants and animals of the Cape Fear Arch region by identifying priority conservation lands and pursuing conservation options;
- Encourage projects that focus on protecting, conserving, and restoring the integrity of the landscape and waters and their natural communities;
- Serve as an educational resource to private landowners, institutions and organizations, and the general public on land conservation and management tools and opportunities;
- Facilitate collaborative efforts and joint land management activities among members to achieve common conservation objectives across jurisdictional and ownership boundaries;
- Recognize and promote the vital role science must play in responsible sustainable land use; and
- Promote appreciation of the significance of the region's resources at the local, state and national level.

LIABILITY

The participants hereto agree that they shall each be responsible for their own individual, direct liabilities and not for any other stakeholder actions, omissions or liabilities, unless otherwise provided by law and the specific consent of a member.

AMENDMENTS AND REVIEW

This MOU is subject to revision and can be amended or modified by the mutual written consent, signed and dated, by all the participating organizations, prior to any changes being performed.

New participating organizations may be added to the MOU by consensus, written or otherwise, of the current participants.

OTHER PROVISIONS

Nothing herein is intended to or has the effect of extending any legal authority or responsibilities of any of the members herein nor is any provision herein intended or has the effect of modifying, restricting, enhancing or changing the legal authorities, obligations, restrictions, liabilities or requirements of any of its members. This MOU is intended only to provide the basis for a voluntary cooperative relationship among the signatories and is not intended to, nor does it create any right, entitlement, or benefit, substantive or procedural, or trust responsibility,

enforceable at law or equity, by any individual, organization, private or governmental third party, participant party or any member thereof against any party to this agreement or the United States, its agencies, its officers, or any person. This MOU shall not be construed to create any right to judicial review involving the compliance or noncompliance with the terms of this MOU by any signatory or the United States, its agencies, its officers, or any other person. To the extent that any provision of this MOU conflicts with current directives, or applicable regulations or laws of any of the parties of this agreement, the provisions of this MOU will have no effect.

The forum in no way substitutes for the decision-making process that each participating agency is required to follow by regulation, directive, or law. The forum helps to facilitate discussion among the participants, without making decisions for those agencies. The forum is not considered a “nonfederal entity” for purposes of the Joint Ethics Regulations as its stated purpose is merely to provide a venue for communication among participants sharing similar interests; is not self-sustaining as it has no internal budgetary provisions or authority; has no decision-making authority or legal status; and cannot bind the action of any agency or organization.

Should disagreement arise about the interpretation of the provisions of this MOU, or amendments or revisions thereto, that cannot be resolved to the mutual satisfaction of all the members to this MOU, those provisions shall have no effect.

TERMS OF THE MOU

COMMENCEMENT/EXPIRATION DATE. The initial term of this instrument is from 2006 and is effective through March 1, 2010. This instrument shall be renewed automatically for successive terms of five years, beginning March 1, 2010, unless terminated earlier by consensus of the parties at which time it will expire unless extended.

WITHDRAWAL. Any of the parties, in writing, may withdraw from the instrument at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

NON-FUND OBLIGATING DOCUMENT. This MOU is not a procurement instrument and does not commit any party to fund, obligate funds, request appropriations or commit a member’s resources in support of the Cape Fear Arch. Any funding activities associated with the Cape Fear Arch shall be subject to availability of funding and carried out in accordance with applicable authorities and legal requirements, including those for government procurement and printing,

of the participating organizations. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

Figure 1. Map indicating the general area of interest for the Cape Fear Arch Conservation Collaboration (“Cape Fear Arch”).

