

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
AND
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This Memorandum of Understanding (“MOU”) is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as “NCDOT” and the North Carolina Wildlife Resources Commission, an agency of the State of North Carolina, hereinafter referred to as “NCWRC”. The NCDOT and the NCWRC are referred to herein individually as “Party” and collectively as “the Parties.”

This MOU is intended to foster and enhance stewardship through communication and cooperative projects between the two agencies including, but not limited to, the following categories: cooperative project planning and coordination; public safety; maintenance and expansion of habitat connectivity and wildlife habitat conservation; inventory, monitoring, and biological studies; impacts to wildlife due to vehicles; habitat loss due to invasive species; maintenance of recreational access; information and education; and conflict resolution.

WHEREAS, NCWRC has statewide responsibility for the conservation and management of all wildlife resources in the State of North Carolina.

WHEREAS, NCDOT is responsible for connecting people, products, and places safely and efficiently with customer focus, accountability, and environmental sensitivity to enhance the economy and vitality of North Carolina.

WHEREAS, NCDOT provides funding for two NCWRC liaison staff via a reimbursement agreement, most recently renewed for a 5-year term in 2022.

WHEREAS, the Parties recognize and encourage a continued commitment to developing this working relationship because of the projected increase in population and consequent demand for movement of goods, services, and people in North Carolina and the impacts highways have on North Carolina’s wildlife and environment.

WHEREAS, vehicle mobility and wildlife conservation benefits are both State priorities and are the focus of this MOU.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

ROLES AND RESPONSIBILITIES

1. NCWRC agrees:

- A. To make available to NCDOT its biological expertise, knowledge, and applicable data for consulting on highway/wildlife issues, identifying important conservation areas, planning highways, determining key areas of habitat connectivity, evaluating methods and means of mitigating highway effects on wildlife, and monitoring of the effectiveness of wildlife mitigation measures.
- B. To cooperate with NCDOT by having appropriate staff coordinate with NCDOT through long-range planning, project development, design, construction, and operations to identify concerns about impacts to wildlife and habitats, and motorists and produce effective guidance/feedback for wildlife and habitat mitigation pertaining to the safety of motorists and wildlife survivability.
- C. To analyze and provide supporting conservation information for the identification and prioritization of existing and targeted wildlife passage areas, which will aid project pursuits via conventional or grant funding by either of the Parties.

2. NCDOT agrees:

- A. To collaborate with NCWRC liaisons throughout long-range planning, project development, design, construction, and operations.
- B. To implement practicable recommendations made by NCWRC regarding effective wildlife techniques, designs, and processes that affect NCDOT facilities and resources.
- C. To explore stewardship guidance for inspection and long-term maintenance of wildlife passage structures/fencing when incorporated into a transportation project as an avoidance, minimization, or mitigation measure; and to explore potential funding mechanisms for the aforementioned inspection and long-term maintenance.
- D. To consider effects to existing wildlife passage structures/fencing prior to any future NCDOT activities that could impact wildlife usage of the structures/fencing.
- E. To create, manage, and utilize in project development processes a GIS dataset to include the following: all existing and proposed wildlife passage structures and fencing, targeted high priority wildlife corridors, and aquatic barriers.
- F. To provide applicable datasets to NCWRC and other parties (RPOs/MPOs, federal agency partners, etc.) for long-range planning and project development purposes.

3. The Parties mutually agree:

- A. To cooperatively seek to make highways less hazardous for wildlife and lessen the impact highways have on important habitats and ensure maximum benefit and consideration for mitigation efforts that promote wildlife habitat conservation and connectivity.
- B. To further develop methods for evaluating the success of wildlife mitigation measures, including monitoring crossing structures and fences to determine their effectiveness in facilitating wildlife passage.
- C. To create a wildlife vehicle collision data collection tool to be developed and implemented in the NCDOT GONC platform that will be made jointly available for encouraged use and contribution by both Parties (and possibly others) for traffic safety and conservation project evaluations. The tool will build upon existing data, with both Parties collaboratively defining pertinent locations of wildlife/vehicle conflict to develop means to quantify, prioritize, and minimize or eliminate these conflict locations. All efforts shall be made to make this data sharing platform available in the form of a mobile application.
- D. To cooperate on investigations of endemic or emerging wildlife diseases utilizing samples from road killed wildlife and to ensure sanitary disposal of carcasses.
- E. To develop effective and efficient passage structures and associated barriers for various species of wildlife to make highways less hazardous for motorists and wildlife while minimizing effects of habitat fragmentation.
- F. To jointly develop a “Wildlife Passage Guidance” document that will aid in the familiarity and incorporation of standard prescriptions for highway projects.
- G. To work together to investigate avenues to minimize highway impacts to federally-listed and other sensitive species, and their habitats.
- H. To collaborate on news releases, submission of grant or award applications, and other external communications affecting the agencies’ collective responsibilities to promote wildlife habitat conservation and connectivity.
- I. To cooperate during transportation long-range planning, project development, and operations for NCWRC to provide substantive wildlife resource recommendations to NCDOT.
- J. To utilize our mutual understanding of each other’s missions, goals, and objectives to seek opportunities and funding for cooperative projects and activities dealing with highway/wildlife issues.
- K. To meet annually, or more frequently as needed, to discuss matters affecting this MOU, including, but not limited to: (a) evaluating the coordination process; (b) discussing current and future NCDOT project planning, development and operations activities; (c) identifying cooperative work and priorities for the coming year; (d) evaluating the resulting partnership; (e) discuss needs, actions, and priorities associated with this MOU; and (f) determining whether the MOU should be maintained as is or be modified.

4. Conflict Resolution:

The NCWRC and NCDOT agree to work cooperatively to minimize conflicts in the implementation of this MOU. Where an impasse has been reached, each Party agrees to involve relevant agency management as necessary to resolve the conflict as quickly as possible.

5. Effective Date and Duration:

The Agreement becomes effective the date of execution and remains in effect for five (5) years, or until cancelled by either party as described herein. It shall automatically extend for an additional five (5) years if not terminated or otherwise modified.

6. Termination Generally:

- A. In the event either party to this MOU should choose to withdraw from this Agreement, written notification must be given to the other entity thirty (30) days prior to withdrawal. Basis for termination shall be as follows:
 - a. Either party may give notice not to extend this MOU prior to the date of auto-renewal.
 - b. Notwithstanding the foregoing or any other provision of this Agreement, failure on the part of either party to comply with any provisions included in the Agreement or subsequently approved will be grounds for the other party to terminate its participation in this Agreement.

7. Notices:

All written notices concerning this MOU shall be delivered via email or sent by certified mail, return receipt requested to the parties as follows:

- A. NCWRC:
David R. Cox, Supervisor
Habitat Conservation Division
NCWRC – Rogers Depot
1718 Hwy 56 West
Creedmoor, NC 27522
Travis.Wilson@ncwildlife.org
- B. NCDOT:
Marissa Cox, Group Leader
NCDOT EAU Biological Surveys Group
1598 Mail Service Center
Raleigh, North Carolina 27699-1598
mrcox@ncdot.gov

The parties may update the contact information as necessary; such approved changes will not necessitate a formal amendment to this MOU.

ADDITIONAL PROVISIONS

1. Non-discrimination: In carrying out the terms of this MOU, the Parties agree to comply with N.C. Gen. Stat. 125-16, prohibiting discrimination in employment, the provisions of which are incorporated herein.
2. Records Retention: All Parties are subject to North Carolina record retention statutes regarding all books, reports, files, electronic data, and other records relating to this MOU. Upon request, the Parties shall produce copies of all such records.
3. Other Agreements: This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
4. Compliance with Applicable Law: All work performed pursuant to this MOU shall be in compliance with all applicable State and Federal laws and regulations.
5. Integration: This MOU constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded, and merged herein. The provisions of this MOU may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.
6. Severability: In the event that any provision of this MOU or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this MOU and shall have no effect on the remaining provisions of this MOU, which shall remain in full force and effect.
7. This MOU may be amended by the mutual agreement of both parties. Any amendments shall be in writing and signed by both parties.
8. This MOU contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
9. This Agreement and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral or written statements or Agreements.
10. A copy, facsimile copy, or digitally signed copy of the signature of any party shall be deemed an original with each fully executed copy of this Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of this Agreement.
11. This MOU is intended as guidance and does not authorize funding or project effort, nor is it legally binding on or enforceable against the parties.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of NCDOT and NCWRC by authority duly given.

NC DEPARTMENT OF TRANSPORTATION

BY:

TITLE:

DATE:

J. C. Dwyer
SECRETARY NCDOT
03-30-2023

NC WILDLIFE RESOURCES COMMISSION

BY:

TITLE:

DATE:

Carren Deane
Executive Director
4/6/2023