



Natural Resources Conservation Service
P.O. Box 2890
Washington, D.C. 20013

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ASSOCIATION OF
CONSULTING FORESTERS OF AMERICA, INCORPORATED
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the Association of Consulting Foresters of America, Incorporated (ACF) and the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

I. BACKGROUND

NRCS is responsible for providing technical assistance to landowners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, as amended, 16 U.S.C. 3801 et seq., and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, non-governmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers (TSPs) by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Act to a program participant "directly, or ... through a payment ... for an approved third party, if available"

ACF is a non-profit professional organization meeting the requirements of 501(c) (6). ACF is the national scientific and educational organization representing the consulting Forestry profession in the United States.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between ACF and NRCS. Through the MOU, ACF may submit recommendations to NRCS of individuals who meet ACF Full Member eligibility standards, and NRCS may consider such individuals for certification as third party TSPs. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party, as well as program participants who wish to avail themselves of technical services provided by certified TSPs.

This MOU recognizes that a forester who is an ACF Full Member, according to the standards set by ACF, also meets the NRCS performance proficiencies for providing conservation assistance in the suite of practices of Forestry/Agroforestry.

This MOU will benefit NRCS by providing foresters recommended by ACF the opportunity to become certified by NRCS as TSPs. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit ACF by providing its members the opportunity to become certified by NRCS as TSPs. NRCS will place the certified TSP on the approved list to provide technical service in Forestry and Agroforestry to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. ACF will:

1. Provide a written assurance to NRCS that the consulting foresters ACF recommends for certification as TSPs meet the minimum eligibility and continuing education standards, thus meeting the minimum NRCS performance proficiencies and are eligible to be certified through NRCS to provide conservation assistance in the suite of practices of Forestry/Agroforestry;
2. Establish and maintain a registry of individuals who meet ACF Full Member qualifications to provide conservation technical assistance in the suites of practices identified in the registry will contain the following information:
 - a) name of individual;
 - b) company (if applicable);
 - c) address;
 - d) phone and fax numbers, and e-mail address (if applicable);
 - e) skill area (Forestry and Agroforestry);

- f) expiration date of qualification under the ACF designation, if any; and
- h) acf as the recommending organization.

3. Bi-annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the ACF Program:
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training, consistent with the continuing education requirements of ACF Full Membership; and
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
5. Remove individuals from the registry of ACF Full Members supplied to NRCS who have been decertified through the ACF decertification process and notify NRCS in a timely manner;
6. Notify ACF Full Members in a timely manner when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available;
7. Upon request and with agreement from all parties involved, provide NRCS with a list of course or courses an individual on the ACF Full Members' registry used to fulfill continuing education requirements;
8. Inform ACF Full Members that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a TSP;
9. Inform ACF Full Members certified as TSPs by NRCS that they are subject to the same annual quality reviews as NRCS employees; and
10. Inform ACF Full Members that, even though certified as TSPs, cannot legally certify completed cost-shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Advise ACF of the knowledge, skills, and proficiencies an individual will need to possess to qualify for TSP designation for the technical service category identified in this MOU;

2. Ensure that ACF standards for recommending individuals meet NRCS standard criteria for technical services covered by this MOU;
3. Provide ACF Full Members with access to current program information and appropriate technical reference documents for use by TSPs. Such documents will include manuals, standards, and specifications for appropriate conservation practices;
4. Provide the approved list of TSPs to USDA offices;
5. Assist in suggesting training opportunities for ACF Full Members and serve as a resource when available;
6. Remove TSPs from the approved list through the decertification process if it is determined that the TSP has failed to meet the terms and conditions of the Certification Agreement; and
7. Notify ACF of individuals removed from the approved list through the NRCS decertification process.

C. Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and ACF and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or ACF and the subsequent written concurrences of the other. Either NRCS or ACF may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, any person, ACF or its members.
- C. Termination of this agreement will not affect individuals certified as TSPs by NRCS. Certified individuals will continue to be listed on the approved list of TSPs in accordance with the terms and conditions of their certification.
- D. NRCS and ACF and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

- E. None of the information in this MOU shall obligate either USDA or ACF to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of USDA and ACF will require execution of separate agreements and be contingent upon the availability of funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. Employees of NRCS shall participate in efforts under this MOU solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of ACF. They also shall not assist ACF with efforts to lobby Congress, or to raise money through fund-raising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with ACF concerning future employment and shall refrain from participation in efforts regarding such parties until approved by the Agency.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. ACF

Liza J. Duncan
Director of Chapter/Member Services
Association of Consulting Foresters of America, Incorporated
731 North Washington Street, Suite 4-A
Alexandria, Virginia 22314
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E-mail: director@acf-foresters.com

B. NRCS

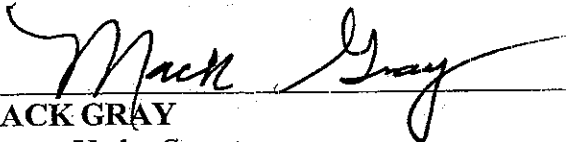
Lawrence E. Clark
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Post Office Box 2890, Room 5006-South Building
Washington, D.C. 20013-2890
Telephone: (202) 720-4630
Fax: (202) 720-7710
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VI. AUTHORITY

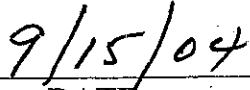
NRCS enters into this agreement under the authority of Section 1242 of the Food Security Act of 1985, 16 U.S.C. 3842.

VII. APPROVAL

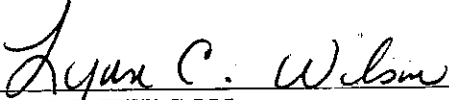
The undersigned parties hereby agree to the terms and conditions specified above.



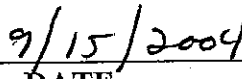
MACK GRAY
Deputy Under Secretary
Natural Resources and Environment



DATE



LYNN C. WILSON
Executive Director
Association of Consulting Foresters
of America, Incorporated



DATE