

MEMORANDUM OF UNDERSTANDING
Between the
U. S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
FARM SERVICE AGENCY
AND
NATIONAL ASSOCIATION OF STATE FORESTERS

This Memorandum of Understanding (MOU) is between the U. S. Department of Agriculture (USDA), Commodity Credit Corporation (CCC), Farm Service Agency (FSA) and the National Association of State Foresters (NASF), collectively, "the Parties".

I. Authority

This MOU is entered into in accordance with the Food Security Act of 1985, as amended (16 U.S.C. 3801 *et seq*), the CCC Charter Act at 15 U.S.C. 714 *et seq.*, and other authorities as may apply.

II. Introduction

On behalf of the Commodity Credit Corporation, FSA implements the Conservation Reserve Program (CRP), the largest private lands program for soil, water, and wildlife conservation in the United States. Wildlife, soil erosion, air and water quality are important resource concern of FSA in its ecosystem-based approach to conservation. CRP helps to protect, restore and enhance essential wildlife habitats; carbon sequestered in the soil contributes to improved air and soil quality; and trees, grass and other vegetation serve important functions to contribute to soil and water quality, especially as buffers between streams, lakes and other water bodies. Several CRP initiatives involve forestry practices which account for approximately eight percent of current CRP enrolled acres. Technical assistance to CRP participants and quality assurance at the local level is provided by State Forestry Agencies, collectively represented by the NASF. Other programs, such as the Conservation Reserve Enhancement Program, the Emergency Forestry Conservation Reserve Program, and the Emergency Conservation Program, also involve forestry and are of mutual interest. The recently created Emergency Forest Restoration Program and the Biomass Crop Assistance Program will also be of interest to the Parties.

NASF is a non-profit organization that represents the directors of all 50 State Forestry agencies, the eight U.S. territories (American Samoa, the Federated States of Micronesia, Guam, the Northern Marianas Islands, Palau, Puerto Rico, Republic of the Marshall Islands, and the U.S. Virgin Islands), and the District of Columbia. Through public-private partnerships, NASF seeks to discuss, develop, sponsor and promote programs and activities which will advance the practice of sustainable forestry, the conservation and protection of forest lands and associated resources, and the establishment and protection of forests in the urban environment.

III. Purpose

The purpose of this MOU is to establish a framework of cooperation between FSA and NASF and its member agencies relative to protecting and enhancing the environmental benefits of forests established through CRP and similar programs. Such activities include, but are not limited to, conservation plans, provision of technical assistance, delivery of information and educational materials, outreach and promotional activities, practice certification, compliance monitoring, development of enhancement techniques and collaboration on research.

IV. Responsibilities

A. NASF Will:

1. Facilitate the sharing of information between its member agencies and FSA regarding the status of forest conservation programs described and progress in implementing the objectives of this agreement;
2. Inform all NASF member agencies and the general public about associated conservation activities and projects conducted cooperatively with FSA; and
3. Through its member agencies, assist CCC/FSA in delivering forestry components of its conservation programs and provide technical assistance to participating landowners/producers.

B. CCC/FSA Agrees to:

1. Provide forest conservation information and educational opportunities, as it deems necessary and appropriate, to FSA staff, utilizing current technical and management information provided by NASF as a reference source;
2. Utilize its public information resources to inform private landowners in connection with CCC/FSA-administered USDA programs about conservation practices and programs, including, when appropriate, the distribution of technical and financial assistance which becomes available through NASF;

3. Consistent with all public laws and rules, and subject to their limitations, including but not limited to the privacy provisions of 16 U.S.C. 3844, provide information to the member agencies of the NASF on CCC/FSA-administered conservation programs and activities and seek technical information from NASF and its member agencies, when deemed appropriate by CCC/FSA, on the improvement of conservation techniques and practices;
4. Consistent with existing CCC/FSA agreements with the USDA Forest Service and USDA Natural Resources Conservation Service, and the Memorandum of Understanding between the USDA Forest Service, USDA Natural Resources Conservation Service, National Association of Conservation Districts, and the NASF, CCC/FSA recognizes the statutory responsibilities of the member agencies of the NASF within their respective States, to be consulted with on matters of technical interpretation of forestry conservation practices;
5. Consistent with existing agreements between CCC/FSA and the USDA Forest Service and deemed appropriate by the Parties, and subject to the availability of funds and provisions of separate financial agreements between the Parties, provide reimbursement for reasonable costs incurred by NASF and its member agencies in the delivery of the forestry components of USDA conservation programs administered by the CCC/FSA; and
6. Provide appropriate CCC/FSA staff to act as agency liaison(s) to NASF committees and for other purposes, as determined appropriate by CCC/FSA.

V. The Parties Mutually Agree:

1. To collectively identify and develop cooperative programs, activities and projects conducted under this MOU that advance conservation with private landowners and operators;
2. To periodically review the progress of programs, activities or projects developed under this MOU and plan future program directions as appropriate;

3. That this MOU is neither a fiscal- nor funds-obligating document. Any endeavor by either party that involves reimbursement, contribution of funds, or transfer of anything of value between the parties shall be subject to available funding and will be handled in accordance with applicable laws, regulations, and procedures. The terms of this agreement are subject to the availability of funds. In the event that adequate funding is not made available, the Parties agree that they will terminate their respective responsibilities under this MOU as agreed to under the termination clause of this agreement, below. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of both parties, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority;
4. That this MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals;
5. That each party will be responsible for its own actions and results, thereof. Accordingly each party (where liability is otherwise imposed by law) is responsible alone (exclusive of the other part) for any injury to persons or property resulting in any manner from its conduct of its own operations, and the conduct of its agents or employees occurring in furtherance of the objectives of this MOU;
6. That all activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice regulations enforcing nondiscrimination requirements, and Department of Justice rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to race, color, national origin, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance programs;
7. That all activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sub-title D);
and
8. That each party will comply with the information gathering provisions of section 1619 of the Food, Conservation, and Energy Act of 2008, P.L. 110-246 (a.k.a. the 2008 Farm Bill), as well as section 2004 of the Farm Security and Rural Investment Act of 2002, P.L. 107-171 (a.k.a. the 2002 Farm Bill), the Privacy Act, the Freedom of Information Act, and related acts concerning privacy and the dissemination of records.

VI. Administrative/Technical Contacts

A. FSA

David A. Hoge
Conservation and Environmental Programs Division
USDA-Farm Service Agency
1400 Independence Avenue, SW
Washington, DC 20250
Telephone Number: (202) 720-0048
Facsimile Number: (202) 720-4619
Email Address: david.hoge@wdc.usda.gov

Beverly Preston
Conservation and Environmental Programs Division
USDA-Farm Service Agency
1400 Independence Avenue, SW
Telephone Number: (202) 720-9563
Facsimile Number: (202) 720-4619
Email Address: Beverly.Preston@wdc.usda.gov

B. NASF

LouAnn Gilmer
National Association of State Foresters
444 North Capitol Street, NW
Suite 540
Washington, DC 20001
Telephone Number: (202) 624-5415
Facsimile Number: (202) 624-5407
Email Address: lgilmer@stateforesters.org

Jay Farrell
National Association of State Foresters
444 North Capitol Street, NW
Suite 540
Washington, DC 20001
Telephone Number: (202) 624-5415
Facsimile Number: (202) 624-5407
Email Address: jfarrell@stateforesters.org

VII. Duration

This MOU shall become effective the date of the last signature and will continue to be in effect for a period of five years or until it is modified or terminated. This MOU may be modified or amended upon written consent of both Parties. This MOU may be terminated with a 30-day written notice from either party.

It is so Agreed:

USDA, Commodity Credit Corporation, and Farm Service Agency

By: Steven A. Connelly for
Title: Executive Vice President, CCC and
Administrator, FSA

Date: 9/29/08

National Association of State Foresters

By: Neil Rumboltz
Title: President

Date: 9/29/08