

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ASSOCIATION OF CONSULTING FORESTERS OF AMERICA, INC.
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into by and between the Association of Consulting Foresters of America, Inc., hereinafter referred to as ACF, and the Department of Agriculture (USDA), Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, section 1242 (16 U.S.C. 3842 as amended by the Food, Conservation, and Energy Act of 2008) and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental 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 accepted as Technical Service Providers (TSP) by NRCS.

Section 1242 of the Food Security Act of 1985, as amended by the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002 (referred to as the 2002 Farm Bill) and the Food, Conservation, and Energy Act of 2008 require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or...through a payment...for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

ACF is a 501(c)(6) non-profit membership organization dedicated to advancing the practice of professional consulting forestry. ACF was founded in 1948 to advance the professionalism, ethics, and interests of professional foresters whose primary work was consulting to private landowners and is the only national association for consulting foresters. These professionals are organized in 26 chapters covering most forested regions of the United States and in several other countries.

Members are experts in forest management planning and application. Many participate in writing forest stewardship plans, American Tree Farm System management plans, and specialized forest management plans for clients.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between ACF and NRCS to recommend ACF designated individuals for acceptance into the NRCS TSP program. Under this MOU, ACF will submit recommendations of individuals to NRCS who meet ACF membership standards, and NRCS will consider such individuals as third party TSPs. It is the intent of both parties that this cooperative effort will be for the mutual benefit of each party, as well as program participants who wish to avail themselves of technical services provided by TSPs.

This MOU recognizes that an individual who has met ACF standards and is an ACF Full Member in good standing also meets the following performance proficiencies established and agreed to by both parties for providing conservation assistance in the areas of forest land management, planning, and the following practices:

- Forest Site Preparation (490)
- Forest Stand Improvement (666)
- Forest Trails and Landings (655)
- Prescribed Burning (338)
- Riparian Forest Buffer (391)
- Silvopasture Establishment (791)
- Tree/Shrub Establishment (612)
- Tree/Shrub Pruning (660)
- Use Exclusion (472)
- Forest Management Conservation Activity Plan (106)
- Alley Cropping (311)
- Firebreak (394)
- Forest Slash Treatment (384)
- Fuel Break (383)
- Multi-Story Cropping (379)
- Road/Trail/Landing Closure and Treatment (654)
- Windbreak/Shelterbelt Establishment (380)
- Windbreak/Shelterbelt Renovation (650)

III. BENEFITS AND INTEREST

This MOU will benefit NRCS by providing ACF Full Members the opportunity to become accepted by NRCS as a TSP. 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 ACF Full Members the opportunity to become accepted by NRCS as a TSP through recognition of ACF Full Member requirements. NRCS will place ACF certified TSPs on the approved list to provide technical services to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

Benefits to ACF Full Members include:

TSP training at the annual ACF National Conference or as otherwise agreed upon.

ACF Full Members will become TSPs by completing the following:

Attendance at an NRCS workshop for Full Members.

IV. RESPONSIBILITIES

A. ACF will:

1. Maintain the requirement for meeting the performance proficiencies or competencies of their membership. ACF will make the performance proficiencies or competencies available to NRCS for review and concurrence that NRCS standards are met in the area of conservation assistance in forest management, planning, and practices. ACF will provide NRCS with updates of any changes to their membership criteria within 30 days of implementation.
2. Make time available prior to or during each national conference, or as otherwise agreed upon, for NRCS to conduct TSP Certification Training.
3. Make additional time available for NRCS to conduct training on specific initiatives and Conservation Activity Plans.
4. Advertise to the membership that these training opportunities are available, and notify members when technical and programmatic materials are available from NRCS.
5. Inform Full Members seeking certification/accreditations through ACF that they must meet all requirements necessary for acceptance in a technical service category, including entering into a Certification Agreement with NRCS, in order to provide technical services under this MOU.
6. Notify NRCS of any ethical concerns or problems that may affect the

organization's recommendation concerning the individual's membership status.

7. Identify, post, and maintain a registry of their ACF membership who have become certified TSPs on the ACF Web site.
8. Remove TSPs from the registry who do not maintain their requirements for ACF Full Membership and notify NRCS within 30 days of this action.

B. NRCS will:

1. Inform ACF of the performance proficiencies an individual will need to possess in order to qualify for TSP designation for each of the technical services identified in this MOU.
2. Review the performance proficiencies of ACF to determine minimum criteria necessary to perform work as a TSP at the beginning of this MOU and for one year thereafter. Ensure that ACF standards for Full Membership meet NRCS criteria for technical services covered by this MOU.
3. Provide ACF with access to current program information and appropriate technical reference documents for use by TSPs. Such documents will include manuals and standards and specifications for appropriate conservation practices.
4. Assist in training opportunities for ACF members and serve as a training resource when available.
5. Consult with ACF in possible decertification issues and complaints. Remove TSPs from the approved list through the decertification process if NRCS determines that the TSP has failed to meet the terms and conditions of their Certification Agreement.
6. Notify ACF within 30 days of the date when individuals are removed from the approved list through the NRCS decertification process.
7. Accept forest management plans prepared by ACF TSPs in accordance with the ACF Forest Management Plan Checklist.
8. Review the first forest management plan submitted to NRCS to verify that TSPs have followed the ACF Forest Management Plan Checklist.

C. It is agreed upon that both parties will:

Communicate at least annually, or as requested by either party, to review progress and discuss methods of improving this process.

V. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of the parties and will remain in effect for one year from the date of execution. This MOU may be renewed or amended upon written request of either party(s) and the subsequent written concurrences of the other. Either party(s), in writing, 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, or any person.
- C. Termination of this agreement will not affect individuals accepted as TSPs by NRCS. TSPs will continue to be listed on the approved TSP list in accordance with the terms and conditions of their certification until their renewal.
- D. The parties 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. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- F. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this Memorandum of Understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, subparts A and B), which provide that no person in the United States will on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency hereof."

G. The parties and their respective officers will be responsible for its own tasks and results thereof and will not be responsible for the acts of the other party and their results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or employees for any injury to persons or property resulting in any manner from the conduct of its agents or employees under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions of, or by itself or its own agents or employees, while occupying or visiting the projects under and pursuant to this MOU. The Federal Government's liability will be governed by the provisions of the Federal Tort Claims Act (28 USC 2671-80).

VI. CONTACTS

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VII. AUTHORITY

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

VIII. APPROVAL

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

Lynn C. Wilson
Lynn C. Wilson
Executive Director, Association of Consulting Foresters

6/15/2011
Date

Dave White
Dave White
Chief, Natural Resources Conservation Service

6-15-11
Date