535.51 Memorandum of Understanding (MOU) Between NRCS and FS for the National Agroforestry Center

06-MU-11132650-197 NRCS A-3A75-6-45

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES DEPARTMENT OF AGRICULTURE'S FOREST SERVICE

AND THE

UNITED STATES DEPARTMENT OF AGRICULTURE'S NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is between the United States Department of Agriculture's (USDA) Forest Service (FS) and the United States Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS). This MOU addresses cooperation in the USDA National Agroforestry Center, hereinafter referred to as the National Agroforestry Center (NAC).

I. BACKGROUND

The NAC began as a FS effort in 1992 and was expended into a partnership with NRCS in 1995 by a Letter of Intent signed by both Chiefs. The NAC develops and delivers technology on a broad suite of agroforestry practices to natural resource professionals who directly assist landowners and communities throughout the Nation. It conducts research on the design and installation of forested buffers to protect water quality.

While the roles of FS and NRCS differ in significant ways, they share much common ground. They are governed by many of the same statutes including, generally, the National Environmental Policy Act of 1969, the Endangered Species Act of 1973, the Clean Water Act of 1972 as amended, the Clean Air Act of 1977 as amended, and, more specifically, by the Farm Bills of 1985, 1990, 1996, and 2002. In other instances they are directed by parallel legislation, such as the Resource Conservation Act of 1990 and the Resources Planning Act of 1990.

II. PURPOSE

The purpose of this MOU is to provide a framework for cooperation and coordination between FS and NRCS in achievement of mutual goals. Cooperation and coordination may involve a wide range of activities, including, but not limited to, the following: providing training for natural resource professionals and landowners; developing and disseminating information, technology, and tools; establishing field demonstrations; and conducting research necessary to advance the science and practice of agroforestry nationally. Work at the NAC supports agency goals for healthy plant and animal communities that provide economic benefits, aesthetic benefits, and important ecosystem services. The outcome of all work are forest and agroforest systems that are productive, diverse, and resilient.

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III. RESPONSIBILITIES

A. FS will:

1. Seek opportunities to coordinate its research, technology development, training, and education efforts in agroforestry with NRCS.

2. Work jointly with NRCS to produce and promote technology, training, and educational materials.

B. NRCS will:

1. Seek opportunities to coordinate its technology development, training, and education efforts in agroforestry with FS.

2. Work jointly with FS to produce and promote technology, training, and educational materials.

IV. MUTUAL AGREEMENT

A. The following recognizes the mutual benefits to both agencies and the public:

1. Agroforestry is an important set of practices for achieving the goals of both sustainable forestry and sustainable agriculture.

2. A sustained effort is needed by the USDA NAC to fully develop and realize the science and practice of agroforestry.

3. FS expertise in forestry coupled with the expertise and ability of NRCS to deliver technology locally to farmers, ranchers, and communities provide a unique strength and fulfill the mission of "caring for the land and serving people" and "helping people help the land."

4. Agroforestry technologies should be applied within an ecological context that considers natural resource at watershed and landscape scales.

5. The 2002 Farm Bill heightens the importance of agroforestry and this partnership provides for the needs of both parties to deliver programs in the most efficient, cost-effective, and consumer-oriented manner.

6. The partnership solidifies a nationally and internationally recognized interagency "center of excellence" that serves a a catalyst, clearinghouse, and driving force to fully develop and apply agroforestry technologies in support of sustainable land use.

7. Work at NAC will support the mission and strategic plans of both NRCS and FS.

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IV. GENERAL PROVISIONS

A. This MOU takes effect upon the signature of the NRCS and FS signing officials, and shall remain in effect for 3 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or FS, and the subsequent written concurrences of the other. Either NRCS or FS 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. NRCS and FS, 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.

D. None of the information in this MOU shall obligate either NRCS or FS 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 the NRCS and FS will require execution of separate agreements and be contingent upon the availability of appropriated 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. 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).

G. 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 & B), which provide that no person in the United States shall 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."

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V. TECHNICAL AND ADMINISTRATIVE CONTACTS

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VII. APPROVAL

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

BRUCE I. KNIGHT
Chief, Natural Resources Conservation Service
United States Department of Agriculture

5/23/06
DATE

DALE BOSWORTH
Chief, Forest Service
United States Department of Agriculture

8/15/06
DATE

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