

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**U. S. DEPARTMENT OF AGRICULTURE**  
**COMMODITY CREDIT CORPORATION**  
**FARM SERVICE AGENCY**  
**AND**  
**LONGLEAF ALLIANCE, INCORPORATED**

This Memorandum of Understanding (MOU) is between the U. S. Department of Agriculture (USDA), Commodity Credit Corporation (CCC), Farm Service Agency (FSA), and the Longleaf Alliance, Incorporated, 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. FSA also administers several other conservation programs and activities. Wildlife, soil erosion, air and water quality are important resource concerns 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, including a national conservation priority area for longleaf pine restoration, involve forestry practices. Technical assistance to CRP participants and quality assurance at the local level is provided, as appropriate, by State Forestry Agencies. 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 to the Parties.

The Longleaf Alliance, Incorporated, is organized exclusively for charitable purposes in order to hold, manage, and expend funds to re-establish and restore functioning longleaf pine ecosystems as a significant component of the southeastern United States forest landscape by promoting their economic, ecological and social values. The Longleaf Alliance, Incorporated, is governed by a Board of Directors, with its principal office at the School of Forestry and Wildlife Sciences, Auburn University, Auburn, Alabama. Among its many activities, the Longleaf Alliance, Incorporated, has conducted outreach and continuing education of landowners and forestry practitioners, including State forestry agency personnel assisting in the delivery of USDA conservation programs.

### **III. Purpose**

The purpose of this MOU is to establish a framework of cooperation between FSA and the Longleaf Alliance, Incorporated, for the purpose of enhancing the restoration of longleaf pine and associated economic, environmental and social values and benefits of forests established through CRP and other FSA-administered conservation programs. Such activities include, but are not limited to, conservation plans, delivery of information and educational materials, outreach and promotional activities, practice certification, compliance monitoring, development of restoration/enhancement techniques and collaboration on research.

### **IV. Responsibilities**

#### **A. 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 the Longleaf Alliance, Incorporated;
2. Utilize its public information resources to inform private landowners about longleaf pine conservation and restoration practices and programs, including, when appropriate, the distribution of technical and financial assistance which becomes available through the Longleaf Alliance, Incorporated;

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 Longleaf Alliance, Incorporated, on FSA-administered conservation programs and activities and seek technical information from the Longleaf Alliance, Incorporated, when deemed appropriate by FSA, on the improvement of conservation techniques and practices;
4. Recognize Longleaf Alliance, Incorporated, as experts in the field and a source to be consulted with on matters of technical interpretation of longleaf pine restoration and conservation practices, as deemed appropriate by FSA;
5. Subject to the availability of funds and provisions of separate financial agreements between the Parties, provide reimbursement for reasonable costs incurred by the Longleaf Alliance, Incorporated, in the delivery of the forestry components of USDA conservation programs administered by the FSA; and
6. Provide appropriate FSA staff to act as agency liaison(s) to the Longleaf Alliance, Incorporated, as determined appropriate by FSA.

**B. The Longleaf Alliance, Incorporated, will:**

1. Facilitate the sharing of information between FSA and forestry community interested in longleaf pine restoration regarding the status of forest conservation programs and progress in implementing the objectives of this agreement;
2. Inform the forestry community and the general public about associated conservation programs, activities, and projects conducted cooperatively with FSA; and
3. Assist FSA in delivering forestry components of its conservation programs, helping to monitor and evaluate the success of CRP longleaf pine restoration initiatives and practices, and providing outreach and technical assistance to participating landowners/producers.

**V. The Parties Mutually Agree:**

1. That each party will fully 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.
2. To collectively identify and develop cooperative programs, activities and projects conducted under this MOU that advance conservation with private landowners and operators;
3. To periodically review the progress of programs, activities or projects developed under this MOU and plan future program directions as appropriate;
4. 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;
5. That this MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals;
6. 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;

7. That all activities and programs conducted under this MOU 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; and
8. 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).

## **VI. Administrative/Technical Contacts**

### **A. FSA**

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### **B. Longleaf Alliance, Incorporated**

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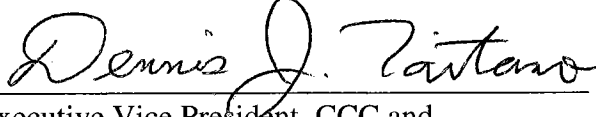
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Email Address: [jekcn@belsouth.net](mailto:jekcn@belsouth.net)

## 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 any party.

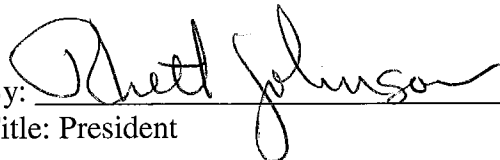
### It is so Agreed:

#### USDA, Commodity Credit Corporation, and Farm Service Agency

By:   
Title: Executive Vice President, CCC and  
Administrator, FSA

Date: 3-19-2009

#### Longleaf Alliance, Incorporated

By:   
Title: President

Date: March 19, 2009