

CONTRIBUTION AGREEMENT
between the
Tennessee Division of Forestry
and the
USDA – Natural Resources Conservation Service

This agreement is by and between the **TENNESSEE DIVISION OF FORESTRY**, called Recipient, and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, called NRCS.

I. Authority

NRCS authority to enter into this agreement is the Food Security Act of 1985, Title XII, P.L. 99-198, as amended; Food, Agriculture, Conservation and Trade Act of 1990, Title XIV, Section 1237, P.L. 1-101-624, 104 Stat. 3584, 7 U.S.C. 3837, as amended; Omnibus Budget Reconciliation Act of 1993; Federal Agriculture Improvement Reform Act of 1996; Agriculture Appropriations Act of 1997; and Farm Security and Rural Investment Act of 2002, P.L. 107-171 and P.L. 106-387; Section 714.

II. Purpose

The purpose of this agreement is to create a cooperative forestry position, housed within the Tennessee Department of Agriculture, Division of Forestry for the primary purpose of facilitating implementation of the forestry provisions of the Farm Bill.

III. BENEFITS TO EACH PARTICIPANT

Creation of the position will provide an opportunity to guide and manage a multi-agency effort of assisting farm and forest landowners in Tennessee to posture themselves to take full advantage of the forestry provisions of the Farm Bill's forestry and conservation titles.

IV. RESPONSIBILITIES

A. The RECIPIENT will:

- 1. Provide at least 51% of the annual salary and benefits for the interim forestry program specialist position. This cost is estimated to be \$ based on a total annual cost for salary and benefits of \$**
- 2. Provide office space, desk/mobile telephone, computer, state intranet/internet access, fax, copy machine etc. and access to the Recipient's motor pool for travel purposes.**

3. Request reimbursement quarterly by submitting a completed form SF-270, Request for Reimbursement, and supporting documentation in the form of a narrative report of accomplishments for the quarter for which reimbursement is requested.
4. Comply with the Attachment A - Special Provisions which is attached and incorporated as part of this agreement.
5. Provide the following liaisons:

	Technical	Administrative
Name:	David Arnold	Steven G. Scott
Address:	P.O. Box 40627 Nashville, TN 37204	State Forester same
Telephone No.	615-837-5426	615-837-5411
Facsimile No.	615-837-5003	615-837-5003
Email Address:	david.arnold@state.tn.us	steven.scott@state.tn.us

6. Acknowledge NRCS support on any publications written or published or any audiovisual produced with NRCS financial support and, if feasible, on any publication reporting the results of, or describing, this supported activity.

B. NRCS will:

1. Provide 49% of the annual salary and benefits for the interim forestry program specialist position. This cost is estimated to be \$ _____ based on a total annual cost for salary and benefits of \$ _____
2. Reimburse recipient upon receipt and approval of form SF-270, Request for Reimbursement and required supporting documentation.
3. Provide the following liaisons:

	Technical	Administrative
Name:	Resource Conservationist <i>Jeff Sanders</i>	Patty Lane
Address:		675 U. S. Courthouse 801 Broadway, Nashville, TN 37203
Telephone No.	<i>615/277-2576</i>	615 277-2544
Facsimile No.		615 277-2580
Email Address:		patty.lane@tn.usda.gov

V. **IT IS MUTUALLY AGREED:**

A. **The duties to be performed by the cooperative forestry position include but are not limited to the following:**

- **Provide all necessary forestry support to NRCS for implementation of EQIP forestry activities, including maintenance of related standards, specifications and plan narratives.**
- **Prepare procedures to better incorporate Forest Stewardship Plan planning on forestlands of NRCS clients where appropriate.**
- **Administer the USDA Forest Legacy Program within the Division of Forestry for the State of Tennessee.**
- **Develop a Comprehensive Statewide Forest Resource Assessment Plan as described in the Forestry Title of the 2008 Farm Bill. The assessment will coalesce around the extent and condition of the forest resource and related forestry issues. Coordinate the development of the assessment and serve as the primary author of the final assessment document.**
- **Initiate a process where the two agencies' planning resources are blended and focused in a unified approach to implementing 2008 Farm Bill priorities. The strategy will be to create a synergism that improves efficiency and improves the services and products delivered to our mutual clients.**
- **Analyze methods of delivering services to identify opportunities to share resources, to eliminate duplication of effort, and to deliver Farm Bill Programs in an efficient manner. Provisions for sharing of automation technology and report preparation will be implemented to the maximum extent possible.**
- **Explore innovative ways to partner with other public agencies and provide them the opportunity to participate in program implementation both financially and technically.**
- **Assist with development and registration of state foresters as Technical Service Providers and promote registration of forestry consultants as Technical Service Providers.**

B. **The cooperative forestry position will be employed and supervised by the Recipient. The position shall not be considered a Federal position nor the individual selected for the position be considered an agent of the United States for any purpose under this agreement.**


C. **Employees of NRCS may participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Recipient or any member of the Recipient. They also shall not assist the Recipient or any member of the Recipient with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Recipient or any member of the Recipient concerning future employment, and shall refrain from participation in efforts regarding such party until approved by the Agency.**

D. **Performance standards and goals will be established and evaluated jointly on an annual basis.**

E. **This agreement may be amended in writing by mutual consent of the parties to this agreement.**

- F. This agreement may be terminated by either party by written notice to the other party at least 30 days in advance of the effective date of the termination.
- G. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
- H. NRCS may terminate this agreement in whole or in part if NRCS determines the recipient has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the recipient in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the recipient.
- I. Privacy of personal information relating to natural resources conservation programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).
- J. This agreement is effective the date it is signed by both parties.
- K. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

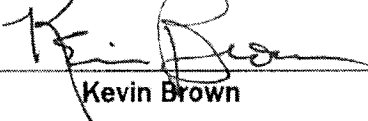
TENNESSEE DIVISION OF FORESTRY

By 
Ken Givens

Title Commissioner

Date Jan. 24, 2008

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By 
Kevin Brown

Title State Conservationist

Date 3/14/08