

610.82 Sample Memorandum of Understanding Between NRCS and Recommending Organizations

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

(INSERT ORGANIZATION NAME)

AND THE

U.S. DEPARTMENT OF AGRICULTURE

NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the (INSERT NAME) and the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (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 the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590 (a-f), 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 certified as Technical Service Providers (TSPs) by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002 Farm Bill, Public Law 107-171, May 13, 2002, amended Section 1242 of the Food Security Act of 1985 to 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.

(INSERT PARAGRAPH DESCRIBING ORGANIZATION/TRIBE)

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between (INSERT NAME) and NRCS for the purpose of recommending individuals for possible NRCS certification. Through this MOU, (INSERT NAME) may submit recommendations to NRCS of individuals who meet the (INSERT NAME) certification program standards, and NRCS may consider such individuals for certification as technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU recognizes that a person who has met the standards set by (INSERT NAME) meets the NRCS performance proficiencies for providing conservation assistance in the technical service category of (INSERT SPECIFIC CATEGORY).

This MOU will mutually benefit NRCS and (INSERT NAME) by providing an opportunity for professionals recommended by (INSERT NAME) to become certified by NRCS as a Technical Service Provider. This will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

NRCS will place those recommended individuals whom it certifies as TSPs on the approved list to provide technical service in selected categories to USDA conservation program participants. Program participants may select TSPs from that list, thereby expanding the scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. Recommending Organization (INSERT NAME) will:

1. Provide a written assurance to NRCS that the individuals that it recommends for certification as a Technical Service Provider meet the minimum NRCS performance proficiencies for providing conservation assistance in the technical service category of (INSERT SPECIFIC CATEGORY);
2. Establish and maintain a registry of individuals who meet the (INSERT NAME) qualifications to provide conservation technical assistance in the technical service category identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - (a) Name of individual
 - (b) Company (if applicable)
 - (c) Address
 - (d) Phone and fax numbers, and e-mail address if applicable
 - (e) Skill area(s)
 - (f) Service area(s)
 - (g) (INSERT NAME) as the recommending organization.
3. Update all information on its registry monthly, or more frequently if necessary, and

provide this information to NRCS in a mutually acceptable electronic format.

4. Remove individuals from the registry who do not maintain required levels of training within the 3-year timeframe or who are found to be providing substandard assistance from its registry and immediately notify these individuals and NRCS;
5. Notify recommended members in a timely manner when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available;
6. Upon request and with agreement from all parties involved, provide NRCS with a list of courses individual used to fulfill continuing education requirements;
7. Inform members that all providers to be certified by NRCS must complete a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;
8. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees; and
9. Inform members that, if certified as Technical Service Providers by NRCS that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Advise (INSERT NAME) of the knowledge, skills, and proficiencies an individual will need to possess to qualify for Technical Service Provider designation for each of the technical service categories identified in this MOU;
2. Periodically review (INSERT NAME) certification standards for consistency with NRCS criteria for technical services covered by this MOU;
3. Provide (INSERT NAME) with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices;
4. Provide the approved list of Technical Service Providers to USDA offices;
5. Assist in suggesting training opportunities for (INSERT NAME) members, provide training materials when available, and serve as a resource when practicable; and
6. Notify (INSERT NAME) and remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

A. This MOU takes effect upon the signature of NRCS and (INSERT NAME) and shall remain in effect for (INSERT) years from the date of execution unless amended or terminated as set forth herein. This MOU may be extended or amended upon written request of either NRCS or (INSERT NAME) and the subsequent written concurrences of the other. Either NRCS or (INSERT NAME) 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 certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.

D. NRCS and (INSERT NAME) 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. None of the information in this MOU shall obligate either USDA or (INSERT NAME) to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of USDA and (INSERT NAME) will require execution of separate agreements and be contingent upon the availability of 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. Employees of NRCS shall participate in efforts under this MOU solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of, (INSERT NAME). They also shall not assist (INSERT NAME) with efforts to lobby Congress, or to raise money through fund-raising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with (INSERT NAME) concerning future employment and shall refrain from participation in efforts regarding such parties until approved by the agency.

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).

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.”

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. (NAME OF ORGANIZATION)

NAME

TITLE

ADDRESS

PHONE/FAX:

E-MAIL ADDRESS

B. NRCS

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VI. AUTHORITY

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

VII. APPROVAL

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

