

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**SOCIETY FOR RANGE MANAGEMENT**  
**AND THE**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Understanding (MOU) is entered into between the Society for Range Management, hereinafter referred to as SRM, and the U S Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS

**I. BACKGROUND**

NRCS is responsible for providing technical assistance to landowners 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 program participants in certain programs also have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171; May 13, 2002, (2002 Farm Bill) 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.

The SRM is a nonprofit association incorporated under the laws of the State of Wyoming. SRM is recognized as a scientific and educational organization, under the provisions of 501-(c)-(3) of the Internal Revenue Code. SRM is also classed as a public foundation as described in Section 509 (a) (2) of the Code.

## II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between SRM and NRCS to develop and maintain a partnership that addresses an array of issues relative to providing Conservation Technical Assistance. This MOU is to officially recognize that a person who has met specific standards set by SRM, is certified to meet the NRCS standards for providing conservation. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as conservation program participants who wish to avail themselves of technical services provided by certified technical service providers.

This MOU will benefit NRCS by providing SRM recommended individuals the opportunity to become certified as a Technical Service Provider by NRCS. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit SRM by providing recommended individuals the opportunity to become certified by NRCS and be placed on the approved list to provide technical service to USDA program participants, thereby expanding their scope of services to existing and future clientele.

## III. RESPONSIBILITIES

### A. The SRM will--

1. Provide a statement that the individuals SRM recommends for certification by NRCS as a Technical Service Provider meet the minimum certification standards established by SRM.
2. Establish and maintain a registry of individuals who meet SRM qualifications to provide conservation technical services. 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;
  - f) Service area;
  - g) Expiration date of qualification under SRM; and
  - h) SRM is recommending organization.

- 3 Annually record recommended individuals' efforts to satisfy continuing education requirements to maintain certification under SRM
  - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every three years
  - b) The registry will indicate the deadline that each individual must receive training Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates
- 4 Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner
- 5 Remove individuals from the registry who do not maintain required levels of training within the three-year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS
- 6 Notify members when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available
- 7 Upon request and with agreement of all parties involved, provide NRCS with a list of courses an individual on the SRM registry used to fulfill continuing education requirements
- 8 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
- 9 Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees
- 10 Inform members 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. Ensure that SRM standards for recommending individuals meet NRCS standard criteria

- 2 Provide SRM with access to current program information and appropriate technical reference documents for use by the Technical Service Providers. Such documents will include manuals, appropriate update to Technical Service Provider policy, and standards for appropriate conservation practices
- 3 Provide the approved list of Technical Service Providers to appropriate USDA offices
- 4 Assist in suggesting training opportunities for SRM members and serve as a resource when available
- 5 Remove Technical Service Providers from the approved list through decertification if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement

C IT IS MUTUALLY AGREED UPON BY BOTH PARTIES:

- 1 To periodically review the progress, meet as requested and discuss methods of improving this process.
- 2 That this MOU is neither a fiscal nor funds obligating document. Any endeavor by either party that involves the reimbursement, contribution of funds, or transfer of anything of value between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements, made in writing by representative of both parties, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- 3 This MOU in no way restricts either party from participation in similar activities with other public or private agencies, organizations, and individuals.
- 4 That each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the 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 own operations, and the operations 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 shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

- 5 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
- 6 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

#### **IV. DURATION**

This MOU shall become effective the date of the last signature and continue in effect for a period of five years or until 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 either party.

#### **V. PROVISIONS**

- A. 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)
- B. All activities and programs conducted under this MOU shall be administered in accordance with the requirements of Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Department of Justice regulations enforcing nondiscrimination requirements, and Agricultural Departmental rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regard to race, color, national origin, religion, sex, 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 program.

#### **VI. CONTACTS**

##### **A. SRM:**

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