

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**AMERICAN FORAGE AND GRASSLAND COUNCIL**  
**AND THE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Understanding (MOU) is entered into by and between the American Forage and Grassland Council Certified Forage and Grassland Professional Program, hereinafter referred to as AFGC, and the Department of Agriculture (USDA), 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 Food Security Act of 1985, as amended by the Food, Conservation, and Energy Act of 2008 (16 U.S.C. 3842) 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 accepted as Technical Service Providers (TSPs) by NRCS.

Section 1242 of the Food Security Act of 1985, as amended, requires the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to "an eligible participant (1) directly; (2) through an agreement with a third party provider; or (3)...through a payment... to the eligible participant for an approved third party provider, if available."

Section 1242 also requires the Secretary to provide national criteria for the certification of third party providers.

AFGC is a 501(c)(3) non-profit professional organization headquartered in Berea, Kentucky. It is a national scientific and educational organization representing forage and grassland professionals in the United States. AFGC will certify individuals as Certified Forage and Grassland Professionals who possess the professional credentials indicating that they can plan and implement conservation practices on pasture, hayland, and grazed cropland. AFGC's Certified Forage and Grassland Professional certification requires a bachelor's degree, at least 5 years of experience, a passing score on a comprehensive written examination, and completion of continuing education units to maintain certification. Individuals must renew their certification on a biennial basis.

## **II. PURPOSE**

The purpose of this MOU is to establish a general framework for cooperation between AFGC and NRCS to designate qualified AFGC members as NRCS TSPs. Under this MOU, AFGC will recommend qualified individuals to NRCS who meet Certified Forage and Grassland Professional certification standards, and NRCS may consider such individuals as eligible to serve as third party TSPs. The required combination of education, experience, training, skills, or knowledge that an individual should possess in order to qualify as competent to perform work as an NRCS TSP are referred to as performance proficiencies. It is the intent of both parties that this cooperative effort will be for the mutual benefit of each party, as well as program participants who wish to avail themselves of technical services provided by TSPs.

This MOU recognizes that an individual who has met Certified Forage and Grassland Professional standards also meets the performance proficiencies established and agreed to by both parties for providing conservation assistance in the following areas provided they have met all other NRCS certification requirements associated with these practices:

Grazing /Forage Management  
Conservation Activity Plan - Grazing Management

## **III. BENEFITS AND INTEREST**

This MOU will benefit NRCS by providing AFGC-certified individuals the opportunity to become accepted by NRCS as a TSP. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit AFGC by providing AFGC-certified individuals the opportunity to become accepted by NRCS as a TSP through recognition of AFGC requirements. NRCS will place AFGC-certified TSPs on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

## IV. RESPONSIBILITIES

### A. AFGC will:

1. Ensure the individuals it certifies meet the performance proficiencies NRCS requires an individual to possess to qualify for TSP designation for each of the technical services identified in this MOU.
2. Maintain the performance proficiencies of the Certified Forage and Grassland Professional. AFGC will make its performance proficiencies or competencies available to NRCS for review and concurrence to ensure that NRCS standards are met in the categories listed in section II of this agreement. AFGC will provide NRCS with updates of any changes to their certification criteria for NRCS concurrence in relation to TSP certification criteria within 30 days of implementation.
3. Inform individuals seeking certification/accreditation from AFGC that they must meet all requirements necessary for technical services, including entering into a Certification Agreement with NRCS in order to provide technical services under this MOU.
4. Train, test, and evaluate<sup>1</sup> candidates for competency in the category of technical services that applicants wish to be certified to deliver.
5. Maintain a registry of AFGC members who have met the certification criteria to serve as a Certified Forage and Grassland Professional under AFGC auspices.
6. Verify annually that its registrants/certified individuals meet the AFGC requirements for the specific category of technical services offered, including whether an individual satisfies the AFGC certification continuing education requirements each year.
7. Make available to NRCS the Certified Forage and Grassland Professional registry of TSP candidates who meet the NRCS criteria for which they are being evaluated including specific conservation practice(s). The registry will contain the following information:
  - a) Name of individual
  - b) Company (if applicable)
  - c) Address
  - d) Telephone and fax numbers; email address, if applicable

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<sup>1</sup> "Train, test, and evaluate" is defined as identifying or developing NRCS-approved training curriculums and courses that support the identified proficiencies for a category of technical services, as well as providing training opportunities for TSP registrants to maintain technical competency in selected areas of technical services, test for proficiency and competency levels, and maintain a system of record of such training (i.e., CEUs, PDUs, etc.).

- e) Skill area
  - f) Service area
  - g) Expiration date of qualification under AFGC
8. Upon request, and with agreement of all parties involved, provide NRCS with a list of individuals who have met continuing education requirements, the courses they have taken, and the dates taken. Provide NRCS with a copy of competencies used for certification.
  9. Notify NRCS of any concerns or problems that may affect the organization's recommendation concerning the individual's certification, re-certification, certification renewal, suspension, decertification, or technical service delivery.
  10. Remove individuals from the registry provided to NRCS who do not maintain their requirements for AFGC registration/certification or are found to be providing substandard assistance. Notify the individuals and NRCS within 30 days.
  11. Notify AFGC TSPs when technical and programmatic materials are available from NRCS.

B. NRCS will:

1. Advise AFGC of the performance proficiencies an individual will need to possess in order to qualify for TSP designation for each of the technical services identified in this MOU.
2. Review the performance proficiencies of AFGC to determine minimum criteria necessary to perform work as a TSP at the beginning of each year in which this MOU is in effect. Ensure that AFGC standards for certifying Certified Forage and Grassland Professionals meet NRCS criteria for technical services covered by this MOU.
3. Provide AFGC with access to current program information and appropriate technical reference documents for use by TSPs. Such documents will include manuals and standards and specifications for appropriate conservation practices. Links will be provided through the official TSP Registry (TechReg) Web site at: <http://techreg.usda.gov/> and the TSP Web site at: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/technical/tsp>
4. Assist in training opportunities for AFGC members who intend to become TSPs and serve as a training resource when available.
5. Consult with AFGC regarding possible decertification issues and complaints. Remove TSPs from TechReg through the decertification process if NRCS determines that the TSP has failed to meet the terms and conditions of their

### Certification Agreement.

6. Notify AFGC within 30 days of the date when individuals are removed from TechReg through the NRCS decertification process.
  7. Terminate this agreement with the AFGC if concerns or problems with its accreditation program, recommendations for certification, or other requirements under the agreement arise.
- C. It is agreed upon that both parties will:

Communicate at least annually, or as requested by either party, to review progress and discuss methods of improving processes related to implementation of this MOU.

## V. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of the parties and will remain in effect for 5 years from the date of execution. This MOU may be renewed or amended upon written request of either party and the subsequent written concurrences of the other. Either party, in writing, may terminate this MOU with a 30-day written notice to the other.
- B. Changes within the scope of this MOU will be made by the issuance of a fully executed agreement by all participating program officials prior to any changes occurring.
- C. 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.
- D. Termination of this agreement will not affect individuals accepted as TSPs by NRCS. TSPs will continue to be listed on the approved TSP list in accordance with the terms and conditions of their certification until their renewal.
- E. The parties 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.
- 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 and B), which provide that no person in the United States will 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."

- H. The parties and their respective officers will be responsible for its own tasks and results thereof and will not be responsible for the acts of the other party and their 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 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 will be governed by the provisions of the Federal Tort Claims Act (28 USC 2671-80).
- I. This MOU is neither a fiscal nor a funds obligation document. Any endeavor, including specific work projects or activities where there is to be reimbursement or contribution of funds between the parties to this instrument, will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors and work plans will be made in writing in a separate and independent agreement by representatives of the participating programs, authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- J. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

## VI. CONTACTS

### A. The American Forage and Grassland Council:

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### B. Natural Resources Conservation Service:

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## VI. AUTHORITY

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

**VII. APPROVAL**

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

*Tina Bowling*

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Tina Bowling  
Executive Director  
American Forage and Grassland Council

*Feb. 21, 2012*

Date

*Dave White*

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Dave White  
Chief  
Natural Resources Conservation Service

*Jan. 23, 2012*

Date