



**United States
Department of
Agriculture**

Farm and Foreign
Agricultural
Services


Farm Service Agency

Deputy Administrator
for Farm Programs

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Washington, DC
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MAY 21 2009

TO: Douglas J. Caruso
Administrator

FROM: Jonathan Coppess 
Deputy Administrator for Farm Programs

SUBJECT: FSA – Natural Resource Conservation Service (NRCS) Memorandum of Agreement (MOA) – Conservation Reserve Program (CRP) – Technical Assistance

Enclosed is a Memorandum of Agreement between FSA/CCC and the Natural Resource Conservation Service (NRCS) for your review and signature. The MOA highlights changes made to the agreement for the remainder of the 2008 Farm Bill, delineating the responsibilities of CCC, FSA, and NRCS with respect to CRP technical assistance.

The 2008 Farm Bill expanded the scope of the Farmable Wetlands Program (FWP) to include constructed wetlands. Technical assistance costs for constructed wetlands are considerably higher than other conservation practices. This agreement includes a separate billing rate for constructed wetlands.

The Agreement has been reviewed by the Office of General Counsel for legal sufficiency.

Memorandum of Agreement (MOA)

Between

Natural Resources Conservation Service (NRCS),

Farm Service Agency (FSA),

And

Commodity Credit Corporation (CCC)

For Implementation of the Conservation Reserve Program (CRP)

Through September 31, 2012

I. Purpose

The purpose of this MOA is to provide for the implementation, cooperation, expectations, and responsibilities between NRCS, FSA, and CCC in carrying out the CRP.

II. General Provisions

Technical assistance is needed for the implementation of the CRP and FSA, acting on behalf of CCC, has determined that NRCS has personnel with expertise who can provide the technical assistance needed for the implementation of the CRP.

III. Authority

This MOA is authorized by Title XII of the Food Security Act of 1985, as amended (1985 Act). Other authorities may also apply.

IV. Responsibilities

NRCS, FSA, and CCC agree, subject to the availability of funds, that:

A. NRCS will:

1. As directed by FSA, provide technical assistance both directly or through NRCS approved Technical Service Providers (TSP) and assure all technical work done will meet NRCS technical requirements, including the National Planning Procedures Handbook for conservation planning and the Field Office Technical Guide (FOTG) requirements for conservation practices and systems.

2. According to the NRCS Cost of Programs Model, carry out the following tasks for the implementation of CRP, including new general and continuous enrollments, re-enrollments and extensions for general signup, and re-enrollments for continuous signup:
 - a. Determine certain program eligibility for the Continuous CRP (CCRP), Conservation Reserve Enhancement Program (CREP), and the Farmable Wetland Program (FWP);
 - b. Conservation planning;
 - c. Conservation practice design systems implementation and certification of ten percent of all practices;
 - d. Provide policy and program support
3. Provide sufficient information regarding the NRCS Cost of Programs Model for FSA to validate NRCS tasks and costs. This includes providing to FSA the estimated per hour (salary and benefits) labor costs and the actual time expenditure per task. NRCS shall provide separately the overhead cost associated with CRP.
4. Provide FSA with NRCS CRP technical assistance cost estimates as necessary due to program changes according to the NRCS Cost of Programs Model.
5. Comply with the 1985 Act, the regulations at 7 CFR part 1410, procedures in 2-CRP Handbook, paragraphs A13-A15 set forth in this agreement per 2006 Streamlining, and other signed joint agency letters, and other laws pertaining to CRP.
6. Submit to FSA monthly billings by the 10th of each month for direct charge from NRCS time and accounting system information for reimbursement of actual cost of technical assistance provided by NRCS that will be paid within ten days. The monthly billing will include the unit (number of plans and acres) of each NRCS cost of the program's model tasks. NRCS also agrees to provide such other information requested by FSA to verify NRCS costs and that payment is conditioned upon receipt by FSA of this information.
7. In accordance with NRCS's environmental evaluation in planning and cultural resources policies, NRCS, on behalf of FSA, lead agency, is responsible in assisting FSA in complying and adhering to FSA's environmental and cultural resource policy in FSA's Environmental Quality Programs Handbook 1-EQ regarding compliance with the National Environmental Policy Act (NEPA), National Historic

Preservation Act (NHPA), Endangered Species Act (ESA), Clean Water Act, and all other applicable Federal, State, Tribal, and local environmental laws, regulations, and Executive Orders.

8. Be responsible for completing, and providing to FSA, a copy of the NRCS form CPA-052, Environmental Evaluation (EE) in planning worksheet(s) or State modified version of the CPA-052, to document the potential environmental impacts associated with the proposed CRP contract and associated conservation practices and for recommending further action by FSA, the lead agency, to complete their regulatory responsibilities.
9. In accordance with NRCS General Manual (GM), 190, Part 410 5, Environmental Evaluation in Planning and GM 420, 401.11, Cultural Resources administrative responsibilities; provide FSA with copies of associated documentation as feasible, and additional information supporting the recommendations and findings on the NRCS CPA-052, EE planning worksheet or State modified version. FSA will complete required consultation before signing the NRCS CPA-052 form or State modified form and carry out such consultation with the State Historic Preservation Officer (SHPO) and Tribal governments or their Tribal Historic Preservation Officers (THPOs). This will help ensure that FSA will make an informed decision regarding the effects of its proposed action and any alternatives considered.
10. Revise (by making pen and ink changes) and sign conservation plans when the land is sold and the CRP contract is succeeded to, provided the technical assistance was originally performed by NRCS and not a technical service provider.
11. Revise, as appropriate, the conservation plan when the performance is different than the conservation plan, but meets FOTG specifications and NRCS is willing to certify compliance. NRCS will make the revision (pen and ink), provided that the technical assistance was originally performed by NRCS and not a technical service provider.
12. Revise, as appropriate, according to NRCS FOTG and sign the conservation plan, as appropriate, when contracts are modified.
13. Conduct annual status reviews on at least ten percent (includes TSPs) of all CRP contracts as requested by FSA.
14. Conduct practice certifications on approximately ten percent (includes TSPs) of all practice applications (Form AD-862) for all CRP practices nationwide for which NRCS has technical responsibility for the assigned practices identified in the conservation plan. Provide FSA applicable verification of the technical assistance work on Forms CRP-2 and AD-

15. For general signup, reduce the hours of work tasks for “second year” tasks from the 2005 level of 7.07 hours to the 2006 streamlined level of 5.85 hours. This reduction reflects a change that practice layout/surveys and practice check outs on second-year contracts be performed on an as-needed basis only. This reduction in hours does not change the overall obligation to perform general signup work, but allows for a reduction of time for field visits.
16. For re-enrollments of expiring contracts, reduce the hours of work tasks for “first year” conservation planning and “second year” implementation from the 2005 streamlined level of 19.12 hours to the 2006 streamlined level of 9.11 hours. These reductions reflect overall time savings associated with performing workload tasks on established practices. Field visits will be conducted on an as-needed basis as determined at the local level. This reduction in hours does not change the overall obligation to perform re-enrollment work, but allows NRCS the opportunity to reduce field time by reviewing FSA compliance field notes.
17. For the Emergency Forestry Conservation Reserve Program (EFCRP), subject to available funding, the reimbursement per contract will be \$210 per contract to perform associated workload tasks. These include resource assessment, development of the contract support documents, and contract support documentation review with the Conservation District and participant. NRCS agrees that where there is no State Forestry presence, that said Agency will complete the task assigned to implement the EFCRP, in accordance with the CRP authorizing statute and regulation. The following States are eligible for EFCRP: Alabama, Florida, Louisiana, Mississippi and Texas.
18. For the constructed wetlands practice under the Farmable Wetlands Program (FWP) or state Conservation Reserve Enhancement Programs, and subject to available funding, the reimbursement per contract will be \$35,000. This reimbursement is for engineering services related to the constructed wetlands practice.
19. At the State level, conduct quality control reviews and assist FSA in providing training to ensure high levels of customer service through the CRP.

B. FSA has overall program authority and responsibility and will:

1. Administer all CRP contracts, including compliance determinations.
2. Receive apportioned CRP funds directly from Office of Management and

Budget (OMB);

3. Subject to terms of an OMB apportionment, reimburse National NRCS office monthly for actual cost of technical assistance according to NRCS time and accounting system information, in accordance with paragraph A-6, A-17, and A-18 of the agreement. Reimbursement will be made within 10 days of receipt of the invoice.
4. Maintain responsibility as the lead agency for purposes of complying with the provisions of the NEPA, NHPA, ESA, and other applicable laws, Executive Orders, and regulations as provided for in FSA's Environmental Quality Programs Handbook 1-EQ.
5. Complete all consultations with the State Historic Preservation Officer, Tribal Historic Preservation Officer, Tribal governments, as required of its status as the lead agency, and all findings of historic property National Register of Historic Places eligibility and effects to these properties, as required by the Advisory Council on Historic Preservation (ACHP) regulations at 36 CFR Part 800. FSA will make the final determination of finding of effects in regards to the potential impacts to the environment, determinations of eligibility and effect and decisions on appropriate treatments regarding cultural resources related to the proposed CRP contract and associated conservation practices according to regulations at 36 CFR part 800.2(a)(2).
6. Be responsible for completing all consultations with the U.S. Fish and Wildlife Service and National Marine Fisheries Service, as required by FSA, or other documentation as indicated and deemed appropriate in order to make and support the determination of finding of effects in regard to the potential impacts to the environment, and effect and decisions on appropriate treatments regarding at-risk species and other natural resource concerns related to the proposed CRP contract and associated conservation practices.
7. Inform NRCS of anticipated general, continuous, CREP, and FWP signups and the targeted enrollment acres at least 12 months in advance of each signup, or as practicable.
8. If it deems appropriate and subject to the availability of funds, pay NRCS \$500,000 for the review of soils data for technical determinations, soil rental rate analysis, and technical capabilities of TSPs.
9. Provide to NRCS, within 30 days prior to fiscal year end, the estimated Technical Assistance reimbursable spreadsheet.

C. NRCS, FSA, and CCC agree to:

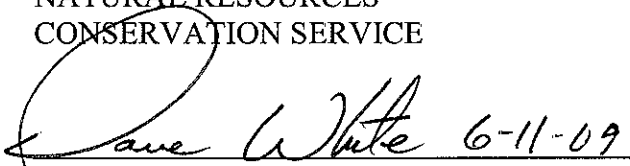
1. Cooperate at all levels to ensure consistent implementation of CRP policies and procedures. When differences occur, the parties will provide information and recommendations to the next level (i.e. county offices will forward information and recommendations to the State offices, State offices will forward information and recommendations to National Office). The Chief, NRCS, and Administrator, FSA, have final authority for ensuring consistent implementation of CRP policies and procedures.
2. Attempt to resolve, expeditiously and informally, any disagreements concerning this MOA. If a resolution cannot be reached at the district/county level, issues shall be elevated first to the State and then, if necessary, to the National level.
3. Maintain current agreements on streamlining technical assistance (such as producer self-certification of non-engineering practices) and continue to pursue further streamlining efforts to gain greater efficiencies, reduce workload, and minimize costs of delivering CRP without loss of conservation benefits while ensuring the conservation technical assistance is a prudent expenditure of government resources.
4. Sixty days prior to budget Mid-Session review, review the actual CRP enrollment estimates to date and update the Cost of Programs model accordingly.
5. Have CCC, FSA, and NRCS enter into a national level reimbursable agreement (Form AD-672) for each fiscal year based on this MOA and any amendments hereto, for CRP technical assistance.

V. MISCELLANEOUS PROVISIONS

- A. All funding commitments of all parties in this MOA are subject to the availability of funds. In the event that adequate funding is not made available, FSA and CCC agree that NRCS may terminate the responsibilities assigned to NRCS under this agreement as agreed to under the termination clause of this agreement.
- B. It is mutually agreed that this Agreement is effective when signed by all parties and shall continue in full force and effect through September 30, 2012. The Agreement may be terminated at any time with thirty days notice by one party. Should this Agreement be terminated, billing will be submitted for services rendered prior to the date of termination for which payment has not been received. This Agreement may be modified by amendment duly executed by officials of FSA and NRCS. NRCS and FSA will enter annually into a National Level Reimbursement Agreement (Form AD-672) based on this interagency agreement and any amendments hereto, subject to the availability of funds for NRCS technical assistance.

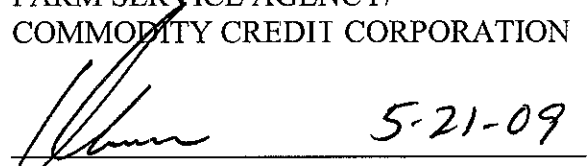
- C. Neither CCC, FSA nor NRCS, shall assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- D. CCC, FSA and NRCS agree that, to the extent possible under applicable law, each party will be solely responsible for its own acts, omissions, and the results thereof, and shall not be responsible for the results thereof caused by the acts or omissions of the other party.
- E. The Deputy Administrator for Farm Programs, Farm Service Agency or the Deputy Administrator designee or successor, is delegated authority to carry out this Agreement for FSA and CCC, and, with the NRCS Chief, or designee, may further amend this Agreement consistent with the provisions of the 1985 Act, as amended, and the regulations at 7 CFR part 1410. The provisions of this Agreement may only be modified by written agreement between the parties.
- F. All parties to this MOA will comply fully 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.

NATURAL RESOURCES
CONSERVATION SERVICE


 Dave White
 Chief, NRCS

Date

FARM SERVICE AGENCY/
COMMODITY CREDIT CORPORATION


 Douglas J. Caruso
 Administrator, FSA, and
 Executive Vice President, CCC

Date