

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**AMERICAN SOCIETY OF AGRONOMY**  
**CERTIFIED PROFESSIONAL SOIL SCIENTISTS**  
**AND THE**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Understanding (MOU) is entered into between the American Society of Agronomy's Certified Professional Soil Scientists, hereinafter referred to as ASA/CPSSc 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 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. 590f, 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.

ASA is a 501-c-3, corporation, headquartered in Madison, Wisconsin and is a scientific and educational membership organization. CPSSc is a certification of ASA that certifies individuals who meet the standards set by ASA/CPSSc to provide agronomic advice and recommendations to private landowners and others.

## **II. PURPOSE**

The purpose of this MOU is to establish a general framework for cooperation between ASA and NRCS through which the ASA, under its Certified Professional Soil Scientists Program, may submit recommendations to NRCS of individuals who meet the ASA's CPSSc standards, and NRCS may consider such individuals for certification as third party 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 is to officially recognize that a person who has met the standards set by ASA/CPSSc and is certified as a CPSSc also meets the NRCS standards for providing conservation assistance in the areas of nutrient management, residue management, wetland creation, wetland enhancement and wetland restoration.

This memorandum will benefit NRCS by providing a certified CPSSc recommended by ASA/CPSSc 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 memorandum will benefit ASA/CPSSc by providing CPSSc certified individuals the opportunity to become certified by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

## **III. RESPONSIBILITIES**

### **A. The ASA/CPSSc will:**

1. Provide a statement that the CPSSc certified individuals ASA/CPSSc recommend for certification by NRCS as a Technical Service Provider meet the minimum NRCS standards for providing conservation assistance in the areas of nutrient management, residue management, wetland creation, wetland enhancement and wetland restoration;

2. Establish and maintain a registry of individuals who meet ASA/CPSSc qualifications to provide conservation technical services, 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
  - f) Service Area
  - g) Expiration Date of qualification under ASA/CPSSc
  - h) ASA/CPSSc is recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain CPSSc certification under ASA/CPSSc.
  - 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 two 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 two year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
6. Notify recommended members to NRCS 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 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 that performed by NRCS employees; and
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 ASA/CPSSc standards for recommending individuals meet NRCS standard criteria for the specific practices covered by this MOU;
2. Provide ASA/CPSSc 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;
3. Provide the approved list of Technical Service Providers to USDA offices;
4. Assist in suggesting training opportunities for ASA/CPSSc members and serve as a resource when available; and
5. Remove Technical Service Providers from the approved list through the decertification process if NRCS determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. It is agreed that 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 ASA/CPSSc and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or ASA/CPSSc and the subsequent written concurrences of the other. Either NRCS or ASA/CPSSc 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 ASA/CPSSc 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. 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).
- F. 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."

- G. None of the information in this MOU shall obligate either the Department of Agriculture or ASA/CPSSc to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and ASA/CPSSc will require execution of separate agreements and be contingent upon the availability of appropriated 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.

## V. TECHNICAL AND ADMINISTRATIVE CONTACTS

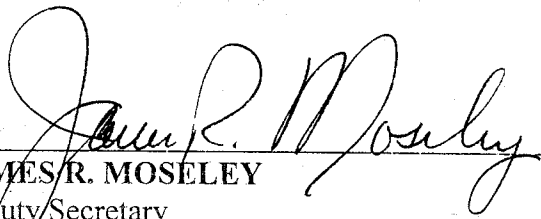
- A. ASA/CCA  
Luther Smith  
Executive Director, CCA Program  
677 S. Segoe Road, Madison, WI 53711  
Phone: (608) 273-8090, ext. 337  
Fax: (608) 273-2081  
[lsmith@agronomy.org](mailto:lsmith@agronomy.org)
- B. NRCS:  
Diane Gelburd  
Director, Ecological Sciences Division  
PO Box 2890, Room 6158 South Building  
Washington, DC 20013-2890  
Phone: (202) 720-2587  
Fax: (202) 720-2646

## VI. AUTHORITY

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

## VII. APPROVAL

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



**JAMES R. MOSELEY**  
Deputy Secretary  
U.S. Department of Agriculture

2/6/03  
DATE



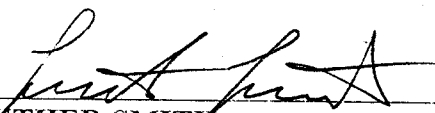
**BRUCE I. KNIGHT**  
Chief  
Natural Resources Conservation Service

2/6/03  
DATE



**ROBERT HOEFT**  
President  
American Society of Agronomy

2/6/03  
DATE



**LUTHER SMITH**  
Executive Director  
Certified Crop Adviser  
American Society of Agronomy

2/6/03  
DATE