

**Forest Service Manual
National Headquarters - Washington Office
Washington, DC**

**Forest Service Manual 1500 – External Relations
Chapter 1530 - Interdepartmental**

Amendment: 1500-1990-1

Effective date: June 01, 1990

Duration: This amendment is effective until superseded or removed.

Superseded Directive: Entire title except ID's, 1500--1 thru 1599.04; 32, 8/72; 33, 9/72; 53, 12/77; 65, 1/80; 66, 3/80; 72, 4/81; 73, 6/81; 87, 5/83; 88, 5/83; 89, 6/83; 90, 7/83; 91, 7/83; 93, 11/83; 94, 7/84; 96, 10/84; 97, 12/84; 99, 3/85; 100, 7/85; 101, 8/85; 102, 10/85; 103, 12/85; 104, 12/85; 105, 2/86; 106, 3/86; 108, 5/86; 109, 6/86; 110, 8/86; 111, 10/86; 112, 11/86; 113, 4/87; 116, 9/87; 117, 9/87; 118, 10/87; 120, 4/88; 121, 6/88; 122, 7/88; 123, 10/88; 125, 12/88; 126, 7/89; 127, 8/89; 128, 9/89; 129, 11/24/89; 130, 2/5/90

Approved by: F. DALE ROBERTSON, Chief

Date approved:

Responsible Staff:

NEW POSTING NOTICE: This amendment is the first in a new numbering series corresponding to the year in which material was amended. Since this amendment replaces all text except Interim Directives (ID), do not check for the last transmittal received for this title. Replace the entire title text except ID's. Place this transmittal sheet at the front of the title and retain until the first transmittal of the next calendar year is received.

Explanation of changes:

1500 - Please read the new posting notice carefully. These directions apply to this transmittal only. Entire text, except ID's, is replaced. New text corresponds with text located in the National Information Center. The electronic document names are shown above for ease in accessing them from the National Information Center. Direction has not been changed. Some minor typographical and technical errors were corrected. Amendment numbers and dates noted above are listed for historical purposes only. All subsequent amendments will be issued by document.

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1533 - Department of Defense

1533.06 - Memorandum of Understanding for Conservation of Forests, Vegetative Cover, Soil, and Water on Lands Administered by Department of Defense

63-SIE-003

MEMORANDUM OF UNDERSTANDING
between
THE DEPARTMENT OF DEFENSE
and
THE DEPARTMENT OF AGRICULTURE
for the
CONSERVATION OF FORESTS, VEGETATIVE COVER,
SOIL, AND WATER ON LANDS
ADMINISTERED BY THE DEPARTMENT OF DEFENSE

- WHEREAS, The Department of Agriculture, functioning through the Forest Service, the Soil Conservation Service, and the Agricultural Research Service, has nationwide responsibilities in relation to the development, protection, and conservation of forest and other vegetative cover resources, for soil and water conservation, and for research relating thereto; and
- WHEREAS, The Department of Defense has jurisdiction over military installations and facilities, and therefore has been entrusted with the responsibility to restore, conserve, and improve the natural resources thereon in the public interest; and
- WHEREAS, The Department of the Army within the Department of Defense has responsibility for reservoir projects for flood control, navigation, hydroelectric power, and for other related purposes and, by the Act of September 6, 1960 (74 Stat. 817), has been charged with the responsibility for the development and protection of forest and other vegetative cover and to establish and maintain other conservation measures on lands related thereto in coordination with the Department of Agriculture; and
- WHEREAS, The conservation of forests, vegetative cover, soil, water, and related natural resources is recognized as vital to meet the needs of our future generations and to the safety and welfare of the Nation, and to that end there have been established within the Department of Defense active, progressive conservation programs for application to lands under the administration of that Department.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

Toward the development of programs for such purposes, the parties to this agreement mutually recognize the benefits which can be derived from the technical advice and assistance which can be made available to the Department of Defense by the Services in the Department of Agriculture, and which can be derived from knowledge developed through the research undertakings of the Services in the Department of Agriculture.

The Department of Agriculture is hereby recognized as an appropriate Federal authority for the development of research in these fields and for furnishing technical advice and assistance to the Department of Defense for the development, protection, and conservation of forest and other vegetative cover resources and for soil and water conservation programs on lands for which the Department of Defense is responsible.

The parties to this agreement also recognize the benefits which can be derived from the services and facilities which can be made available to the Department of Agriculture by the Department of Defense.

To promote effective planning and application of such programs on such lands, the Department of Defense and the Department of Agriculture will exchange information leading to the improvement of techniques, methods, practices and procedures in such conservation activities.

In accordance with Department of Defense procedures, appropriate officials in charge of military installations, facilities, and reservoir projects, and other responsible Department of Defense officials shall, as appropriate, seek technical assistance from, render assistance to, and execute cooperative agreements with, the Services of the Department of Agriculture and will endeavor in every possible instance to cooperate in the development and furtherance of conservation programs of mutual interest.

In all appropriate instances in the development and furtherance of conservation programs of mutual interest, officials of the Services in the Department of Agriculture shall undertake appropriate research, furnish assistance and advice to, seek assistance from, and execute cooperative agreements with appropriate officials in charge of military installations, facilities, and reservoir projects, and other responsible Department of Defense officials.

_____/s/
Secretary of Agriculture

_____/s/
Secretary of Defense

March 27, 1963

1533.07 - Memorandum of Understanding for General Guidelines on Assistance to Boise Interagency Fire Center

75-SMU-004

Memorandum of Understanding
Between
The Department of Defense
and
The Departments of Agriculture and the Interior

A. PURPOSE

This Memorandum of Understanding establishes general guidelines concerning the furnishing of assistance by Department of Defense (DOD) components at the request of Boise Interagency Fire Center (BIFC) 1/ in forest and grassland fire emergencies occurring within the continental United States (48 contiguous states).

B. RESPONSIBILITIES

I. This Memorandum of Understanding does not supersede or modify the existing mutual aid agreement procedures between individual military installations and States. The Forest Service (FS), Department of Agriculture, has statutory responsibility for protection of the National Forests from damage by wildfire and for cooperation with the States in the protection of forest and watershed lands from fire. FS at BIFC will provide national coordination and logistical support for interregional fire control action.

II. Agencies of the Department of the Interior ((Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and U.S. Fish and Wildlife Service (FWS)) have statutory responsibility for the protection of land under their respective administration from damage by wildfire. The Bureau of Land Management (BLM) at BIFC provides logistical support to the initial attack capabilities of its Districts including coordination of fire control efforts in the twelve; Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Wyoming, Washington; Western States. BLM at BIFC also provides logistical support in fire control to the National Park Service, Bureau of Indian Affairs, and U.S. Fish and Wildlife Service.

III. When military assistance is furnished to BIFC in fire emergencies, such assistance will be deemed to have been furnished pursuant to section 601 of the Economy Act of 1932, as amended (31 U.S.C. 686).

1/ A federal interagency fire coordination center under control of the Departments of Agriculture and the Interior.

IV. The BIFC is responsible for providing national coordination and logistical support for Federal interagency fire control actions.

- a. BIFC is staffed by Federal interagency personnel whose facilities are collectively combined to carry out their parent Department's fire responsibilities and who collaborate and cooperate in the solution of fire problems of mutual concern.
- b. BIFC will act as liaison between Federal and, when requested, State agencies as regards their requirements for military assistance in suppressing forest or grassland fires.
- c. BIFC shall establish and maintain contact with each CONUS Army headquarters to develop local procedures and to maintain information on military capabilities for emergency assistance.

V. As outlined in DOD Directive 3025.1, the Secretary of the Army has been designated DOD Executive Agent for military support in disasters within the 50 States, the District of Columbia, Commonwealth of Puerto Rico, U.S. possessions and territories, or any political subdivision thereof. The Secretary enters into this Memorandum of Understanding on behalf of the Department of the Army, Navy, Air Force, and DOD agencies, referred to hereafter as DOD Components, which may be requested to provide disaster assistance to Federal agencies and States through the BIFC.

VI. The Federal Disaster Assistance Administration (FDAA), Department of Housing and Urban Development, is responsible for coordinating all Federal disaster assistance provided under the authority of the Disaster Relief Act of 1974 (PL 93-288) and Executive Order 11795, 11 July 1974, (hereinafter referred to as the Act).

C. POLICY

It is the policy of the DOD to provide emergency assistance to Federal agencies in the form of personnel, equipment, supplies, or fire protection services in cases where a forest or grassland fire emergency is beyond the capabilities of the resources available. There are two situations in which the DOD, consistent with Defense priorities, will provide such assistance:

- I. At the Request of the BIFC - When, in the determination of the BIFC, military assistance is required and justified in order to suppress wildfires. This includes requests for assistance for fires on Federal property as well as fires on State or private lands. Requests will include a statement to the effect that all available or suitable civilian resources have been committed and that requested support is not in competition with private enterprise.
- II. Pursuant to the Act - When a forest or grassland fire on State or private land is declared a major disaster or a determination for emergency assistance is made by the President and the required military support is requested by the Federal Coordinating

Officer (FCO) or the FDAA Regional Director. The Act is not normally invoked for incidents or related incidents occurring on Federal property.

D. OPERATIONAL PROCEDURES AND FUNDING

I. The procedures set forth below will be followed when assistance is rendered under circumstances other than the Act.

- a. All requests for forest or grassland fire assistance from Federal and State agencies should be submitted through the BIFC. BIFC will then submit the requests to the commander of the appropriate CONUS Army. However, when a fire emergency is so serious that adherence to normal request channels would significantly endanger life or result in great loss of property, Federal or State agencies may make requests for assistance directly to the commander of the nearest military installation. As soon as the situation permits, the BIFC will be notified and normal procedures established by the requesting agency.
- b. Upon receipt of a request for assistance from the BIFC the CONUS Army Commander will provide the required support from either Army assets or from other DOD component assets, as required. Normal DOD disaster relief procedures will be followed and every effort will be made to expedite the provision of the requested support.
- c. The Departments of Agriculture (FS) and the Interior (BLM, NPS, BIA, & FWS) will promptly reimburse the DOD for all costs incurred in furnishing the requested assistance as are in addition to the normal operating expenses of the personnel, equipment and resources involved without requirements of audit (see 31 U.S.C. 686 (a)). Such costs will include additional personal services of military and civilian employees, travel and per diem expenses for military and civilian personnel, and other expenses to include transportation of supplies, materials, and equipment furnished and not returned or damaged beyond economical repair; and costs of repairing or reconditioning nonconsumable items returned.
- d. Each request submitted by BIFC will carry an appropriate identifying number (Fire Order Number), which will be utilized by the CONUS Army furnishing the assistance to maintain an accurate record of all expenses incurred in fulfilling that request. Billings attributable to each fire order will be submitted on Standard Form 1080, Voucher for Transfer Between Appropriation and/or Funds.
- e. Billings by DOD components for the cost of assistance furnished will be forwarded by the CONUS Army to the BIFC for distribution to the agency responsible for reimbursement. Primary responsibility for reimbursement rests with the Departments of Agriculture and the Interior. Payments, however, will be made

directly to the appropriate CONUS Army, with a copy of the payment voucher or other suitable document being furnished to BIFC to indicate that payment has been made.

- f. Charges will be made for costs incurred in withdrawing materials and equipment from and returning them to, depot stock. Damages to equipment will be charged on the basis of costs of repairing or reconditioning the equipment and placing it in as good a condition as when loaned. The DOD components concerned will furnish all needed repair material and perform all necessary repair and maintenance work. Charges for equipment destroyed will be on the basis of current replacement costs for an item in a condition similar to that immediately prior to destruction (30 Comptroller General 295 and Comptroller General B146588, 8/29/61).
- g. In the event that the actual costs of furnishing requested assistance significantly differ from the standard costs or rates of charge specified in appropriate directives described in IV.A.6., above, it is mutually agreed that appropriate adjustments of charges will be made on the basis of actual costs. It is further agreed that where the extent of assistance provided requires an increase in the overall operating costs of the military agency involved, reimbursement will also cover these relevant increases in costs. Due consideration shall be given to the unusual costs involved in the expeditious transport of personnel, supplies, and equipment necessitated by emergency conditions (e.g., airlift, airdrop, ship-to-shore, float-in operations, etc.) and claims for the costs of such emergency operations shall be deemed valid and to constitute proper claims for reimbursement.
- h. All charges for services or materials as specified above will be accumulated against appropriate reimbursable orders and cross-referenced to each Fire Order issued by BIFC. In the interest of convenience and economy, if the total accumulated charges for any single incident covered by one or more Fire Orders does not exceed \$100, billing by the respective DOD components concerned will be waived.

II. The procedures set forth below will be followed when assistance is rendered pursuant to Public Law 93-288.

- a. When requesting assistance in connection with fire emergencies for support to State or private lands which have been declared "major disasters" or emergencies, the State officials will submit their requests to the FDAA Regional Director/Federal Coordinating Officer.
- b. The FDAA Regional Director/Federal Coordinating Officer should request military assistance from the appropriate CONUS Army commander in accordance with existing procedures.

- c. Military assistance will be provided in accordance with the policies and procedures established in DOD Directive 3025.1 and other appropriate directives.
- d. Reimbursement to DOD for personnel, supplies, and services furnished will be made by FDAA pursuant to the provisions of Public Law 93-288 and the Code of Federal Regulations, Title 24, Chapter 13, Part 2205.

E. This memorandum rescinds June 1971 Memorandum of Understanding between the Department of Defense and the Department of Agriculture.

F. SUPPLEMENTAL AGREEMENT

Subordinate components of the DOD are authorized to enter into supplemental agreements with BIFC to implement provisions of this agreement. All such agreements will be documented on DD Forms 1144; and where such agreements involve recurring support, the participating DOD components will process such forms to the retail interservice support data bank in accordance with the applicable provisions of DOD Directive 4000.19-M.

G. RESOLUTION OF DISAGREEMENTS

When disputes or unique situations produce stalemates, DOD components and the BIFC will promptly submit jointly-signed statements of disagreement to the DOD Executive Agent for resolution.

H. EFFECTIVE DATE

This memorandum is effective as of the date it is signed below and shall remain in effect until specifically rescinded; however, the provisions hereof relative to operational procedures and funding and financial procedures shall be reviewed biennially by designated representatives of the respective signatories to determine whether the agreements contained herein should be continued, modified, or terminated.

APPROVED FOR U.S. DEPARTMENT OF AGRICULTURE

By /s/ Earl L. Butz Date 1-10-75

APPROVED FOR U.S. DEPARTMENT OF THE INTERIOR

By /s/ Stanley K. Hathaway Date 6-26-75

APPROVED FOR DEPARTMENT OF DEFENSE

By /s/ Howard H. Calloway Date 4-25-75

1533.08 - Master Memorandum of Understanding Relative to Research With Respect to Food, Agriculture, Forestry, Nutrition, and Other Research

83 -SIE - 020 -

MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF DEFENSE
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
RELATIVE TO COOPERATION
WITH RESPECT TO
FOOD, AGRICULTURE, FORESTRY,
NUTRITION, AND OTHER RESEARCH
OF MUTUAL INTEREST

WHEREAS, the United States Department of Defense (DoD) and the United States Department of Agriculture (USDA) desire to provide a framework whereby research activities of mutual interest in the food and agriculture sciences, forestry, and nutrition are more closely coordinated; and

WHEREAS, closer coordination can contribute to more efficient resource utilization, alleviate duplication of effort, and broaden the parties' access to resources; and

WHEREAS, successful coordination can be achieved through mutual understanding and efficient administration of programs and projects of mutual interest;

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. DoD Agrees:

1. That the Office of the Secretary of Defense will appoint a Policy Steering Committee to oversee the coordination of DoD activities involved in this agreement. This Policy Steering Committee will report to the Office of the Secretary of Defense and will have a representative from each Agency conducting activities under this Agreement.
2. That the Office of the Secretary of Defense will appoint a lead liaison manager, reporting to the Policy Steering Committee, who will:
 - a. Ensure coordination is active and fruitful;

- b. Be empowered to enter into Supplements to this Agreement in cooperation with agency administrators affected; and
 - c. Maintain a file of active Supplements updated annually.
- 3. To provide USDA with documents describing DoD's research needs in specific areas of food and agriculture sciences, forestry, nutrition, and other research of mutual interest, i.e., strategic materials, pest control, and disease vectors. The documents will include a description of the program or project, a statement as to why the program or project is needed, and the priority ranking of the program or project relative to other active or planned programs or projects.
- 4. To provide USDA, as near as possible to the beginning of the annual budget preparation cycle, the documents provided for in A.3., above.
- 5. To provide USDA with progress reports on the work being conducted on behalf of USDA by DoD, and summaries of work being planned or conducted for others that may impact upon USDA. These reports will be provided in advance of the annual budget workshop, at a time specified by the lead liaison manager.

B. USDA Agrees:

- 1. That the Office of the Secretary of Agriculture will appoint a Policy Steering Committee to oversee the coordination of this Agreement. This Policy Steering Committee will report to the Office of the Secretary of Agriculture and will have a representative from each Agency conducting activities under this Agreement.
- 2. That the Office of the Secretary of Agriculture will appoint a lead liaison manager, reporting to the Policy Steering Committee, who will:
 - a. Ensure coordination is active and fruitful;
 - b. Be empowered to enter into Supplements to this Agreement in cooperation with agency administrators affected; and
 - c. Maintain a file of active Supplements updated annually.
- 3. To provide DoD with documents describing USDA's research needs in specific areas of food and agriculture sciences, forestry, nutrition, and other research of mutual interest, i.e., strategic materials, pest control, and disease vectors. The documents will include a description of the program or project, a statement as to why the program or project is needed, and the priority ranking of the program or project relative to other active or planned programs or projects.

4. To provide DoD, as near as possible to the beginning of the annual budget preparation cycle, the documents provided for in B.3., above.

5. To provide DoD with progress reports on the work being conducted on behalf of DoD and summaries of work being planned or conducted by, with or for others that may impact upon USDA. These reports will be provided in advance of the annual budget workshop, at a time specified by the lead liaison manager.

C. It Is Mutually Agreed:

1. At the call of the lead liaison managers, representatives of DoD and USDA will meet at least annually to conduct a planning and budget preparation workshop.

The annual planning and budgeting workshop will be held at a mutually agreed upon date that is compatible with the planning and budgeting cycle of each Agency. Others may be held as needed.

Recommendations on adjustments in current programs, projects, and budget priorities will be made and submitted to the Policy Steering Committees for further actions.

2. Separate joint technical reviews of specific program areas will be made of requested work in progress, new work requested, and work planned or in progress that may have impact upon either party. Reports will be submitted for consideration at the annual planning and budget preparation workshop.

a. Workshop participants will consist of DoD and USDA program management, technical specialists, experts, and others needed to perform the comprehensive technical evaluation.

b. Budget plans for work being done for one party by the other will be provided by the participating Agencies, as well as those planned for the following two years.

3. The lead liaison managers in cooperation with agency administrators will formally identify technical liaison persons for specific program areas, as required. These technical liaison persons will:

a. Provide continuous technical information exchange;

b. Provide interim technical evaluations, as needed and requested;

c. Arrange site visits to places where work of mutual interest is being performed:

- d. Establish seminar programs in areas highly relevant to either party (the seminar will be planned and conducted by the party responsible for the area of work);
 - e. Conduct technical workshops, as requested, to consider technical approaches and priorities for requested work (the performer of the requested work will plan and conduct the technical workshop); and
 - f. Report upon their activities to the respective lead liaison manger.
4. Joint technical work groups will be established, as needed, in broad areas to advise on approaches and directions. These technical work groups report upon their activities to the lead liaison managers.
5. This Agreement is a Master Memorandum of Understanding under which work responsive to DoD needs will be undertaken by USDA and work responsive to USDA needs will be undertaken by DoD.
- a. Programs, projects, coordination groups, technical workshops, and seminars will be documented as a Supplement to this Agreement.
 - b. Supplements will identify the responsible parties, funding, work to be performed, starting and ending dates, and other pertinent information.
 - c. Agreements now in effect between the parties will be reviewed by the lead liaison managers and they will determine those that are to be made Supplements to this Agreement.
 - d. Supplements are not fiscal documents and any transfer of funds is to be supported by the appropriate fiscal documents. However, Supplements may be used as the justification for a fund transfer and establish the conditions for the use of transferred funds.
6. Nothing in the agreement is to be construed as interfering in any way with the basic responsibilities of either party for independent action.
7. Any public information released concerning the activities carried out under this Agreement will describe the contribution of all parties to the activity. This does not apply to reports for records made pursuant to the Freedom of Information Act.
8. The parties shall be free to use, in official technical correspondence, any of the results obtained under this Agreement or Supplements thereto. Due credit must be given to the efforts or support of the other party. It is understood that neither party will publish any results without consulting the other through the lead liaison managers. Publication may

be joint or separate, always giving due credit to the cooperation and recognizing, within proper limits the rights of individuals doing the work. In case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give due credit to the cooperation, but will assume full responsibility for any statements for which there is a difference of opinion.

9. Classified material will be treated in accordance with the pertinent rules and regulations.

10. Work conducted under this Agreement and Supplements thereto may result in products or processes that are patentable or otherwise protectable. The party whose employees did the work resulting in the invention shall disclose the invention to the other party and prosecute the invention. If protection is granted, the inventing party will manage the invention in accordance with its rules and regulations. Inventions resulting from joint work of both parties' employees shall be handled as agreed upon at the time of disclosure.

11. This Agreement may be amended by mutual agreement among the parties. Proposals to amend this Agreement shall be in writing to the other party and give at least sixty (60) calendar days' notice. This Agreement may be terminated by either party upon one hundred twenty (120) calendar days' notice to the other party in writing.

12. This Agreement shall come into effect upon date of final signature and shall expire five (5) years thereafter unless extended by the parties.

APPROVED FOR THE DEPARTMENT OF DEFENSE

By /s/_____ Date 21 Oct 1982

APPROVED FOR THE DEPARTMENT OF AGRICULTURE

By /s/_____ Date 15 Nov 1982

1533.09 - Joint Defense Agencies Memorandum for Fire Activities on National Forest System Lands

57-SMU-002

MEMORANDUM FOR THE SECRETARY OF THE ARMY
SECRETARY OF THE NAVY
SECRETARY OF THE AIR FORCE

1. In the course of normal training and research operations, certain unplanned and unpredicted actions of the Armed Forces have caused fires and widespread depletion of our national resources. This is a matter of grave concern to the community directly affected, to the United States Forest Service, to the Armed Forces, and to the Nation. In view of the impact which any devastation due to military activity has upon the relationship between the Armed Forces and the civilian community, the assistant Secretary of Defense (Legislative and Public Affairs) has a predominant interest in this matter.
2. Although provisions for the utilization of Armed Forces personnel and equipment for domestic emergencies are outlined in Department of Defense Directive 3025.1, a copy of which is enclosed, it is desirable that the subject of forest fires be given special consideration. Many of the fires attributed to the Armed Forces have been caused by aircraft, however, there has also been considerable devastation due to ammunition, missiles, and other military equipment. A report on a recent major conference on this subject is also enclosed for your information.
3. In view of current and projected Armed Forces operations, fire damage due to military operations will be a continuing problem to which attention must be given by all commands in an effort to prevent, or hold to an absolute minimum, accidents which could cause fires or other destruction.
4. Discussions of the problem with other interested Government agencies have developed the recommendations, as indicated.
 - a. That commanders establish and maintain liaison with local U.S. and State forest representatives for the purpose of having a mutual understanding and appreciation of their problems.
 - b. That commanders establish an information program on a continuing basis to create an awareness and appreciation of the seriousness of forest fires in the minds of all personnel.

- c. That commanders review their training missions (particularly air training routes) and make revisions wherever possible which will reduce potential damage to natural resources.
 - d. That commanders cooperate fully with Forest Service and State or local fire officials in developing procedures to furnish assistance in fire fighting, in accordance with current directives for the use of military resources, and to an extent which would not impair the safety of the military facility involved.
 - e. That commanders effect coordination of news releases by the U.S. Forest Service and the Armed Forces to ensure that the actions of the Federal Government are not misunderstood by the local populace.
 - f. That Departments of the Army, the Navy, and the Air Force expand the program of cooperation with the U.S. Forest Service in exchange of information in the research and development pertaining to fire fighting, prevention, and control.
5. To accomplish the desired results through the Armed Forces, it is requested that all commanders be required to review existing disaster emergency plans and take such actions as are necessary to carry out these recommendations wherever possible and that the importance of this effort be emphasized at all command levels.
6. It is further requested that information as to Department action taken with respect to this problem be reported to the Assistant Secretary of Defense (Legislative and Public Affairs) not later than 21 February.

2 February 1957

/s/ Reuben B. Robertson, Jr.
Deputy Secretary of Defense

1533.1 - Master Agreement Concerning the Use of National Forest System Lands for Military Activity

MASTER AGREEMENT
BETWEEN
DEPARTMENT OF DEFENSE
AND
DEPARTMENT OF AGRICULTURE

CONCERNING

THE USE OF NATIONAL FOREST SYSTEM LANDS FOR MILITARY ACTIVITY

I. PREFACE

A. National Forest System lands provide for the use and enjoyment of the public and are managed under multiple use and sustained yield concepts. The use of these lands for military training activities is within the statutory authority of the Act of June 4, 1897.

B. The availability of National Forest System lands to the Department of Defense provides a variety of geographic and topographic settings to conduct training activities. This is an important resource for developing a strong National defense.

C. Therefore, training activities on National Forest System lands will be authorized when compatible with other uses and in conformity with applicable forest plan(s), provided the Department of Defense determines and substantiates that lands under its administration are unsuitable or unavailable.

D. This agreement does not apply to the use of airspace over National Forest System lands unless directly associated with the land based training.

II. PURPOSE

The purpose of this Master Agreement is to establish procedures for planning, scheduling and conducting authorized military activities on National Forest System lands. It also establishes policies and procedures for supplemental agreements and special use authorizations which are required for all Department of Defense activities (including National Guard and Reserve activities) using National Forest System lands. This agreement replaces the Joint Policy Statements between the Department of Agriculture and (a) the Department of the Army signed July 3, 1951; the Department of the Navy, signed February 19, 1952; and the Department of the Air Force; signed September 12, 1951, which are hereby rescinded.

III. COORDINATION AND COOPERATION

To facilitate the orderly development, management, and administration of National Forest System lands and to provide suitable and appropriate lands to further the National defense effort, the Department of Defense and the Department of Agriculture jointly agree:

A. Availability of Department of Defense Lands - Prior to requesting use of National Forest System lands, the Department of Defense will determine if lands administered by the Department of Defense are available and suitable. In all cases where a special use authorization or supplemental agreement to use National Forest System lands is proposed, Department of Defense will forward its analysis and determination as to the unsuitability or unavailability of DoD land to the affected Forest Supervisor.

B. Planning For the Use of National Forest System Lands - Military training activities on National Forest System lands are actions which require the analysis of environmental impact in conformance with the National Environmental Policy Act (NEPA) and other statutory and regulatory requirements. The Department of Defense and the Department of Agriculture, Forest Service, will cooperate to accomplish appropriate NEPA compliance. The lead agency concept in 40 CFR 1501.5 will be applied to the process except in cases involving classified activities. In such cases, the Department of Defense Component will be the lead agency.

C. Management

1. Periodically conduct joint reviews of selected activities for the purpose of: (a) determining the effectiveness of supplemental agreements so that the management and mission of both agencies are accomplished; (b) identifying and recommending solutions to existing and potential problems; and (c) monitoring the implementation and effectiveness of environmental mitigation measures.
2. Jointly identify rights-of-way or other authorizations required to implement supplemental agreements or special use authorizations.
3. Have their respective agents mutually refer unresolved points of disagreement to the next higher management level for resolution.

IV. DEPARTMENT RESPONSIBILITIES

IT IS AGREED THAT:

A. The Department of Defense Components will:

1. Provide to the affected Forest Supervisor the analysis and determination as to the unsuitability or unavailability of Department of Defense lands.
2. Involve the Forest Service designated representative in the initial planning stages of activities proposed on National Forest System lands.
3. During initial planning, provide an unclassified description of proposed activities to the affected Forest Supervisor and cooperate in fulfilling requirements of the National Environmental Policy Act and conducting appropriate environmental analyses.
4. For each training activity, identify a representative of the Department of Defense to serve as liaison to the Forest Service.
5. Cooperate with Forest Service representatives to comply with the terms of this Master Agreement, supplemental agreements, and special use authorizations.
6. Reimburse the Forest Service for costs directly attributable to military training activities, subject to the availability of appropriated funds. This may include, but is not limited to, the preparation and processing of applications, preparation of environmental documents, administration of special use authorizations, and Forest Service liaison officers' time.
7. Explore land interchange as an alternative or mitigating measure when military training activities are not in conformance with the affected Forest Plan.
8. Make every effort to avoid degradation of National Forests and provide for restoration as agreed in the special use authorization.
9. Provide for mitigation measures identified in the environmental analysis and agreed in the special use authorization.

B. The Department of Agriculture, Forest Service will:

1. Make National Forest System land available for military training activities when such activities can be made compatible with other uses and conform with applicable forest management plans, provided the Department of Defense determines and substantiates that lands under its administration are unsuitable or unavailable.
2. Cooperate with the Department of Defense to expedite decisions associated with military training activities on National Forest System lands.

3. Fully consider all proposals and, when necessary, develop alternatives that may meet the needs of the Department of Defense and the Department of Agriculture, Forest Service.

4. Ensure that applicable forest management plans include military training activities. Requirements for these activities should be coordinated with the Department of Defense during formulation and development of those plans.

V. SPECIAL USE AUTHORIZATION

The special use authorization for a Department of Defense activity on National Forest System lands requires, but need not be limited to, the following:

1. Identification of National Forest System lands required for the activity.
2. Duties and responsibilities of each agency in the planning process.
3. Procedures for resolving issues, misunderstandings, or disputes.
4. Identification of rights-of-way and other authorizations which may be needed outside the activity area.
5. Incorporate, develop, or reference a basic plan covering monitoring, fire protection and control, public health and safety, recreation, watershed, minerals, timber, grazing, fish, wildlife, public notification, and other appropriate features.
6. Assign responsibilities for restoration of the site. Restoration shall be subject to the availability of appropriated funds.
7. Provide procedures for emergency cessation of military activities where necessary to protect public health, safety or the environment.

VI. SUPPLEMENTAL AGREEMENTS

For recurring Department of Defense activities on Forest Service lands, supplemental agreements to this master agreement may be developed. Within 12 months following the effective date of this agreement, representatives of the Departments of Defense and Agriculture, Forest Service, shall agree upon a schedule for the revision of any existing supplemental agreement which requires modification to conform with this master agreement.

VII. DELEGATION

Authorized representatives of the Forest Service and the Department of Defense may execute special use authorizations and enter into supplemental agreements within the scope of this document.

VIII. MODIFICATION AND TERMINATION

This agreement may be modified or amended upon request of either Department and the concurrence of other. This agreement may be terminated with 60-day notice of either party.

IX. IMPLEMENTATION

This agreement becomes effective when signed by both parties.

/s/
Secretary of Defense

/s/ Richard E. Lyng
Secretary of Agriculture

Date: 22 SEP 1988

Date: Sept. 30, 1988