

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

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

Amendment: 1500-1995-8

Effective date: August 03, 1995

Duration: This amendment is effective until superseded or removed.

Superseded Directive: Amendment 1500-1995-1 to FSM 1539-1539.33

Approved by: Jack Ward Thomas, Chief

Date approved:

Responsible Staff:

POSTING NOTICE. Amendments are numbered consecutively by Title and calendar year. Post by document name. Remove entire document and replace with this amendment. Retain this transmittal as the first page of this document. The last amendment to this Title was Amendment 1500-95-7 to FSM 1530 Contents.

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

1539: Changes caption of section 1539 from Independent Agencies to Independent Agencies, Boards, Councils, Commissions, and Committees to permit incorporation of a new programmatic agreement with the Advisory Council on Historic Preservation.

There are no substantive changes in this amendment.

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1539 - Independent Agencies, Boards, Councils, Commissions, and Committees

1539.1 - Peace Corps

1539.11 - Memorandum of Agreement Concerning Volunteers and Detailers

No. 77-SIE-002

MEMORANDUM OF AGREEMENT
BETWEEN THE
PEACE CORPS OF ACTION
AND THE
FOREST SERVICE
DEPARTMENT OF AGRICULTURE

Establishing relationships between ACTION (Peace Corps) and the FOREST SERVICE concerning volunteers and detailers to the Peace Corps from the FOREST SERVICE.

WHEREAS, the Peace Corps recruits and trains people interested in serving overseas as Peace Corps Volunteers (hereinafter know as Volunteers) for duty in host countries in accordance with the authority of the Peace Corps Act; and

WHEREAS, the Peace Corps desires to formulate a program whereby it supplies certain trained volunteers to host countries that request assistance in the management and administration of forest and range lands and related resources (hereinafter know as the Program); and

WHEREAS, the FOREST SERVICE has expertise in the management and administration of forest and range lands and related resources; and

WHEREAS, the FOREST SERVICE has training facilities and programs designed to prepare people to manage and administer such forest and range lands and related resources; and

WHEREAS, the FOREST SERVICE has developed a nation-wide program including National Forest System, State and Private Forestry, Forest Research with supportive Programs and Legislation and Administration; and

WHEREAS, the Director of ACTION desires that the FOREST SERVICE cooperate with the Peace Corps in: (1) identifying FOREST SERVICE employees possessing necessary, but hard-to-find forestry-related skills and experience; (2) encouraging such employees to participate in the program as Volunteers; and (3) when appropriate detailing such employees to the Program without assignment as volunteers; and

WHEREAS, the Chief of the FOREST SERVICE similarly wishes to cooperate with the Peace Corps in the Program;

NOW, THEREFORE, under the authority of Section 10 (f) of the Peace Corps Act, a March 18, 1971, letter to all Federal employees from Robert E. Hampton, Chairman, U.S. Civil Service Commission; a memorandum from the Office of the President, dated May 10, 1971 entitled "Opportunity for Federal Employees to Serve in the Peace Corps;" and in consideration of the mutual promises and agreement herein contained, the parties hereto agree as follows:

I. The FOREST SERVICE agrees that:

A. It shall cooperate with the Peace Corps in publicizing within the U.S. FOREST SERVICE specific Peace Corps Volunteer opportunities. FOREST SERVICE employees selected to be Volunteers must meet criteria established by the Peace Corps.

B. FOREST SERVICE employees selected as Volunteers shall be granted leave without pay (LWOP) for Peace Corps training and active service. Total service shall not exceed 27 months or one normal tour of service without the consent of both the Peace Corps and the FOREST SERVICE. After such a tour, the Volunteers shall have the right to return to the FOREST SERVICE in a position and one not inferior to that held when they were granted LWOP. While in Peace Corps service, the Volunteers will be eligible for promotion, their Federal retirement rights will be protected and the time will count towards retirement, provided personal payments are made directly to the retirement fund. If no payment is made the employee's retirement annuity is reduced by 10 percent of the amount of the payment not made. Health and life insurance benefits can be maintained for only 1 year while on LWOP. The benefits can be reinstated when the employee returns to pay status. Credit towards within-grade increase is limited to 1 year LWOP status. In the event that this agreement is terminated, FOREST SERVICE employees serving as Volunteers will be permitted to complete their tour of service and will retain all rights provided for such Volunteers under this paragraph.

C. On request from the Peace Corps, the FOREST SERVICE will provide qualified employees, to the extent feasible, to provide direct technical support for volunteers abroad. Financial arrangement for such employees will be made on a case-by-case basis to determine which organization shall pay the costs of per diem, travel, and salary, and any other appropriate payments during the period of travel and assistance.

II. The Peace Corps agrees that:

A. It may conduct briefing sessions for FOREST SERVICE employees selected to be Volunteers prior to acceptance into the Program.

B. It shall provide any necessary training for overseas assignment. The Peace Corps will pay all cost of such training, and Volunteers will be considered Peace Corps trainees and will be

eligible for all privileges and benefits accorded to Peace Corps trainees under the Peace Corps Act.

III. The parties hereto jointly agree that:

A. The Peace Corps reserves the right and authority to terminate participation of a Volunteer in the Program, for cause, at any time during the period that the Corps is supervising him but Peace Corps and FOREST SERVICE will work together in all such matters.

B. Applicants are required by Peace Corps to submit to a background investigation. If FOREST SERVICE requires additional investigation the cost of the investigation shall be borne by FOREST SERVICE.

C. It being desirable to implement this program at the earliest convenient time, both parties will direct appropriate personnel to draft the necessary guidelines.

D. This agreement may be amended by mutual written consent of both parties. It may be terminated, in whole or in part, ninety (90) days after written notice to that effect has been tendered from one party to the other.

E. Nothing herein contained shall be construed to obligate the Peace Corps or the FOREST SERVICE to expend or obligate funds beyond those appropriated for any fiscal year, or to utilize such funds for any purpose not sanctioned by the President or the Congress.

F. Annually, a joint meeting between Peace Corps and FOREST SERVICE will be held for the purpose of discussing and planning future activities under this agreement. Such discussions will include program planning for the next two (2) fiscal years for consideration in the FOREST SERVICE planning, Budgeting and Management Information System.

S/ R.A. Ressler
for Chief, FOREST SERVICE

Russel E. Train
Director, ACTION

DATE: 12-21-76

DATE: 2-18-77

Interagency Agreement #77-046-100
Between the Peace Corps of ACTION
and the
Forest Service of Agriculture

The parties have mutually agreed to amend this agreement as follows:

A. The next to the last WHEREAS, which starts at the bottom of page one, is amended to add the following at the end of the paragraph:

(4) When appropriate, to provide pre-service training in forestry and rangeland practices to volunteers.

B. The enabling authority clause on page 2 is amended to read:

NOW THEREFORE, under the authority of Section 10(f) of the Peace Corps Act; a March 18, 1971, letter to all Federal Employees from Robert E. Hampton, Chairman, U.S. Civil Service Commission; a memorandum from the Office of the President dated May 10, 1971, entitled, "Opportunity for Federal Employees to Service in the Peace Corps;" and the provisions of the Act of March 4, 1915, (31 U.S.C. 686); and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

C. Part I, the Forest Service agrees, is amended to add:

D. It will cooperate with the Peace Corps directly, or through its contractors, to provide needed pre-service technical training to volunteers in such areas as nursery development and reforestation, fire management and control operations, insect and disease identification and control, seed and seedling handling, and recreation management.

D. Part II, the Peace Corps agrees, is amended to add:

C. It will reimburse the Forest Service, either directly or through its contractors, for the cost of project personnel salaries, transportation, supplies and materials used in providing the training outlined in Article ID.

All other provisions of Interagency Agreement #77-047-100 remain as stated.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the last date written below.

4/1/77
Date

/s/
Director, Action

4/27/77
Date

/s/
Chief, Forest Service

Amendment No. 2
to
Interagency Agreement #77-046-100
Between
Peace Corps of ACTION
and
Forest Service, Department of Agriculture

The Forest Service and Peace Corps hereby mutually agree that Interagency Agreement #77-046-100 is amended as follows:

A. Part I, The Forest Service agrees, is further amended to add:

"E. The Forest Service will make available to Peace Corps a Forest Service employee to serve as technical liaison between the agencies for a period of one year. This assignment may be extended by mutual agreement. the Forest Service employee selected as technical liaison should have university level education in forestry or natural resources, have international experience and a working knowledge of the French language adequate to carry on technical discussions with French speaking foresters and forestry administrators. The technical liaison will have the following duties and responsibilities:

1. Provide technical assistance to Peace Corps in developing and planning its global, long-term programs in forestry, soil conservation, and arid zone conservation, and assist in project formulation and implementation.
2. Provide technical assistance on forestry, watershed management, erosion control, windbreak establishment, sand dune afforestation, agroforestry, and closely related topics, especially as regards the African region.
3. Seek means whereby the Forest Service can assist Peace Corps in its training of new volunteers, such as arranging for individual or small group study tours of Forest Service field activities.
4. Assist and advise Peace Corps on arrangements for training with forestry faculties, consortia of universities, or contractors.
5. Assist Peace Corps in maintaining forestry contacts with national forestry and conservation agencies in the countries concerned as well as other organizations, such

as FAO, AID, and the bilateral agencies (French, Canadian, German, etc.), universities, private consultants or other groups, and agencies where information might be obtained by Peace Corps within the country or neighboring countries.

6. Assist in preparing handbooks, training manuals or guidelines for use by volunteers.

In accomplishing these duties and responsibilities, it is anticipated the technical liaison will concentrate most of his/her effort in Washington, D.C., taking duty trips which specifically fall into the technical liaison role of 1 and 2 above. Technical consultants, drawn from the pool of expertise within the Forest Service, will be used for additional technical assistance from time to time on a short-term basis, not to exceed four weeks. The Forest Service will finance the salaries of the technical liaison and any short-term Forest Service technical consultants."

B. Part II, The Peace Corps agrees, is further amended to add:

"D. The Peace Corps will support and assist the technical liaison and short-term Forest Service technical consultants in carrying out their duties in accordance with paragraph E of Part I. Peace Corps will provide adequate office space, secretarial services, copying facilities and other routine office supplies, services, and equipment as necessary for the technical liaison and technical consultants. Peace Corps will make all arrangements for passports, visas, clearances, and any other administrative travel arrangements and requirements for the technical liaison and technical consultants. Peace Corps will finance all costs of the technical liaison and technical consultants, except salary costs, including travel and subsistence expenses, both foreign and domestic, at standard U.S. Government employee rates."

All other provisions of Interagency Agreement #77-046-100, as amended, remain as stated.

In witness whereof, the parties hereto have executed this amendment as of the last date written below:

(date)

Director, Action

(date)

Chief, Forest Service

1539.2 - Veterans Administration

1539.21 - Memorandum of Agreement

75-SIE-003

MEMORANDUM OF AGREEMENT
BETWEEN THE VETERANS ADMINISTRATION
AND THE FOREST SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

ESTABLISHING RELATIONSHIPS REGARDING THE UTILIZATION OF NATIONAL FOREST SYSTEM LANDS AND FACILITIES IN THE REHABILITATION OF PATIENTS IN VETERANS ADMINISTRATION INSTITUTIONS.

WHEREAS, the Forest Service administers lands, facilities, and activities within the National Forest System which may be of great benefit in the rehabilitation of patients assigned to Veterans Administration institutions, and,

WHEREAS, the Veterans Administration and the Forest Service desire to formulate a joint program to utilize the opportunities within the National Forest System as part of the Veterans Administration Rehabilitation Medicine Service.

THEREFORE, IT IS AGREED THAT:

THE VETERANS ADMINISTRATION AND THE FOREST SERVICE will design a pilot program or programs, which if found to be beneficial will be the forerunner(s) of operational programs, in the utilization of National Forest System opportunities in such rehabilitation. The programs could include activities such as camping, picnicking, berrying, hiking, interpretive programs, visits to scenic and/or historical spots, observation of and participation in forest activities, and wildlife observation.

THE FOREST SERVICE will make the National Forest System lands, facilities, and activities available in such programs to the extent that they do not unduly impact other programs. Except for unusual costs of project personnel, equipment use, and utilities which are due in excess of that usually furnished the using public.

THE VETERANS ADMINISTRATION will reimburse the Forest Service for costs of project personnel, equipment use, and utilities which are in excess of that usually furnished the using public.

For each program, the cooperating Forest Supervisor and Hospital Director will develop an operational plan outlining the responsibilities of each.

/s/ John McGuire
Chief, Forest Service
U.S. Dept. of Agriculture

/s/
Administrator of Veteran
Affairs Veterans
Administration

Sep. 4, 1915
Date

9/2/75
Date

1539.3 - Environmental Protection Agency

1539.32 - Statement of Intent--Forestry Water Quality Management

STATEMENT OF INTENT

No. 79-SIE-007

FS-EPA FORESTRY WATER QUALITY MANAGEMENT

February 14, 1979

USDA, Forest Service and U.S. Environmental Protection Agency acting within their legal authorities, budget, and personnel constraints will cooperate to achieve improved water quality resulting from forestry activities. Forest Service will provide overall leadership in forest conservation, development and utilization practices that result in improved water quality. Environmental Protection Agency will provide financial assistance and review.

Four major coordination areas are included in this effort. They are (1) Resource Planning Act Assessment and Program, (2) Forest Land and Resource Management Planning projects, (3) Water Quality Management aspects of the Forest Incentives Program and Agricultural Conservation Program, and (4) Information and Education.

Executive meetings will be held as requested by either agency. An ad hoc Forestry Water Quality Management Workgroup is established for program coordination and problem solving. Membership includes:

FS, Watershed Management Staff Director, Chairman
FS, Cooperative Forestry
FS, Area Planning and Development
FS, Resource Program and Assessment
FS, Land Management Planning
FS, Forest Environment Research
FS, Timber Management Research
FS, Water Planning Division
FS, Office of Federal Activities
FS, Research and Development

This Statement of Intent renews emphasis expressed in the April 2, 1976 Forest Service-Environmental Protection Agency cooperative Agreement.

John R. McGuire
Chief, Forest Service

Barbara Blum
Deputy Administrator
Environmental Protection Agency

FS-EPA FORESTRY WATER QUALITY MANAGEMENT
COORDINATION PROCEDURES

I. Program Coordination

The Chief, FS and Deputy Administrator, EPA will hold executive discussions as requested by either agency. A Water Quality Workgroup will be established for coordination and problem solving. The group is charged with developing an action plan to implement this new initiative. Membership will include:

Watershed Management Staff Director, Chairman, FS
Cooperative Forestry, FS
Area Planning and Development, FS
Resource Program and Assessment, FS
Land Management Planning, FS
Forest Environmental Research, FS
Timber Management Research, FS
Water Planning Division, EPA
Office of Federal Activities, EPA
Research Development, Agriculture & NPS Mgmt. Div., EPA

FS Watershed Management Staff Director is responsible for overall coordination.

Responsible staff units are:

<u>STAFF UNIT</u>	<u>PROJECT</u>
Cooperative Forestry	-Cooperation to highlight WQM aspects of FIP and ACP
Area Planning and Development	-State Forest Resource Program Demonstrations -National Training Package
Land Management Planning	-National Forest Land Management Planning Demonstration
Resources Program and Assessment	-RPA Review

The Water Planning Division of EPA is responsible for EPA coordination. The Water Planning Division will coordinate the WQM review of RPA documents with Office of Federal Activities.

This coordinated effort is implemented under the Forest Service-EPA Cooperative Agreement of April 2, 1976. USDA Agencies will be kept informed and involved through Forest Service representatives on the Environmental Quality Committee and Subcommittees.

II. Areas of Mutual Concern

Parts of this effort involving RPA development and review and National Forest Land Management Planning Demonstrations involve coordination of the NEPA process as well as water quality management. The package can be instrumental in implementing Executive Order 12088.

A. Participate in the development and review of Forest Service WQM national programs and goals

Through the RPA planning process, long-term program directions are established for Forest Service activities. The RPA Assessment and Program are being developed and will be transmitted to Congress in early 1980. Involvement by EPA in the early formulation of national water quality programs and goals is desirable. To facilitate such involvement in subsequent updates, EPA will provide its expertise and use of institutional arrangements. For current RPA draft documents, EPA will provide a review of water quality aspects. This review will include the assessment data, goal statements, targets, and coordination relating to EPA and water quality.

An ad hoc RPA Workgroup will be established to coordinate the RPA Review and to develop an action plan that institutionalizes EPA participation in early development of future RPA assessments and programs.

Workgroup participants include:

- FS RPA-Chairman
- FS Environmental Coordinator
- EPA Office of Federal Activities
- EPA Water Planning Division
- Other FS and EPA Staff and Line Organizations as appropriate

B. Planning Projects

1. National Forest Land Management Planning

A cooperative review and guidance project will be initiated for a National Forest Plan. A proposed interagency workgroup should include FS, EPA, and State Agency participants involved in Water Quality Management and Environmental Impact Statement review.

To workgroup will examine the forest planning process to (1) gain understanding of the process, (2) strengthen communication links with state, regional, and national offices, and (3) provide increased understanding of FS, EPA and State roles.

The result of this effort will identify improved methods for achieving planning and implementation goals for FS, EPA, and States.

2. State Forest Resource Program

State forestry participation in prototype projects with State Water Quality Agencies will be assessed by the Forest Service.

Selected State Forest Resource Programs and the State WQM Plans will identify linkages between assessment, problem identification, BMP selection, alternative development, implementation, and evaluation portions of the State planning process.

An interagency workgroup including FS, EPA, and state agencies is proposed to provide planning assistance and to compile results of the projects. EPA funds will be provided through the 208 planning process.

C. Cooperation to highlight WQ aspects of FIP and ACP Projects

Forest Service will cooperate, within existing authorities and agreements, to highlight water quality aspects of the Forest Incentives Program and Agriculture Conservation Program.

D. Information and Education

1. WQM Training

FS will canvass FS regions and areas to determine the need for a national WQM training package for National Forests and State Foresters on the principles of water quality water management and the on-the-ground application of WQM practices. If a need is identified, a project will be initiated in accordance with the USDA Interagency Agreement.

EPA would participate in the development of such a project and would contribute to costs associated with training materials.

1539.33 - Memorandum of Understanding on Cooperation, Coordination, and Communication

93-SMU-175

PW12936942-01-0

MASTER MEMORANDUM OF UNDERSTANDING between ENVIRONMENTAL PROTECTION AGENCY and USDA-FOREST SERVICE

I. Purpose

The purpose of this agreement is to continue policies and administrative procedures for a working relationship between the Environmental Protection Agency and USDA-Forest Service in support of common objectives, interests, and statutory requirements and to avoid duplication of effort. This memorandum of understanding (MOU) builds on the general principles of cooperation, coordination, and communication established between the Forest Service and the Environmental Protection Agency under the original five-year MOU signed November 23, 1982.

Additional agency agreements may be developed to outline activities by and between individual work units as needed for specific tasks. Such agreements will provide for the use of facilities, personnel, reimbursement for personnel expenses, cooperative projects, transfer of funds, and other activities as appropriate and be subject to the laws and regulations pertaining to the respective agencies.

II. Statement of Mutual Interests and Benefits

This agreement is intended to facilitate the accomplishment of respective agency responsibilities and cooperative efforts, including consultation on policy matters and the mutual provision of research and technical assistance of both agencies in the conduct of programs affecting the quality of the environment.

The Environmental Protection Agency's responsibilities include reducing environmental risk through the prevention, control, and abatement of pollution in areas of air, water, solid waste, pesticides, noise, radiation and toxic substances. This entails setting and enforcing environmental standards, assessing and managing environmental risk, conducting environmental research, and assisting state and local cooperators.

The Forest Service has a responsibility for the stewardship of natural resources to ensure that multiple-use objectives can be met in the Nation's forests and grasslands. This is accomplished through an ecosystem approach to the management of the National Forest system, cooperation with state and private landowners through State Foresters, and research in the natural resource and environmental fields.

The Agencies share a mutual interest in encouraging the environmentally sound management of the Nation's forest and grassland resources and in promoting biological diversity. Both Agencies provide extensive support and expertise to other nations in the environmental and natural resource fields. The actions carried out through this agreement will strengthen coordination, increase understanding and action on key environmental issues, and reduce duplication of resources and expertise.

Upon execution this agreement supercedes all prior MOUs between the Environmental Protection Agency and the USDA-Forest Service.

III. Provisions

The Forest Service agrees:

- to provide expertise related to natural resource management and protection by assisting the Environmental Protection Agency with technical reviews, advice, consultation, and technical assistance in plan reviews and development of national programs, training, research, and demonstrations;
- to establish processes which encourage, guide, and coordinate the Forest Service working arrangements with the Environmental Protection Agency, its Regional offices, research laboratories, and cooperators;
- to encourage and direct, as feasible, programs and activities conducted or supported by the Forest Service and its cooperators toward stewardship of ecosystems and maintenance of the multiple use values of forests and grasslands.

The Environmental Protection Agency agrees:

- to provide the Forest Service with technical reviews, advice, consultation, and technical assistance in decisions regarding development of national programs, technical policies, regulations, guidelines, standard setting, training, research, and demonstrations;
- to establish processes which encourage, guide, and coordinate with the Environmental Protection Agency and its cooperators to develop working arrangements with the Forest Service and its cooperators for utilizing various resources, facilities, and personnel;

- to encourage and direct, as feasible, programs and activities conducted or supported by the Environmental Protection Agency and its cooperators to reduce environmental risk and maintain the functions and values of the Nation's forests and grasslands.

It is mutually agreed:

- that future joint Forest Service/Environmental Protection Agency ventures including Regional actions be documented as supplemental agreements to this agreement;

- to exchange, on a temporary detail basis, personnel so that each agency may better learn the public policies of the other and so that each can efficiently utilize mechanisms and expertise of the other agency;

- to facilitate ongoing dialogue on shared emphasis issues;

- to the extent possible, support each other on budget and policy matters related to implementation of this agreement;

- to pursue Forest Service/Environmental Protection Agency development of an action plan identifying specifics for implementing this agreement. The action plan will require the concurrence of the Chief of the Forest Service and the Assistant Administrator, Office of Enforcement, Environmental Protection Agency.

IV. Fiscal and Funding Clarification

This MOU is not a fiscal or a funds obligation document and does not commit the Forest Service or the Environmental Protection Agency to expend appropriations or to enter in any contracts or other obligations. Reimbursement or contribution of funds for any endeavors between the parties of this MOU shall be handled in accordance with applicable laws, regulations, and procedures, shall be outlined in separate written agreements between parties to the MOU, and shall be independently authorized by appropriate statutory authority.

V. Duration of the Agreement

This agreement becomes effective on the date of signature by both parties and continues for five years or until modified by mutual consent or terminated with 60-day written notice by either party. The action plan will be reviewed at least annually and revised as needed.

The principal contacts for this agreement are:

Geri V. Bergen
USDA Forest Service
SSO AUD EC OFA (A-104)
201 14th Street, SW
Washington, DC 20250
(202) 205-1708

Richard E. Sanderson
Environmental Protection Agency

401 M Street, SW
Washington, DC 20460
(202) 260-5054

In WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

/s/ Steven A. Herman
ASSISTANT ADMINISTRATOR
for ENFORCEMENT
ENVIRONMENTAL PROTECTION AGENCY

/s/ F. Dale Robertson
CHIEF
USDA-FOREST SERVICE

8/27/93
DATE DATE

9/22/93