

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

**Forest Service Manual 1500 – External Relations  
Chapter 1540 - Intradepartmental**

**Amendment:** 1500-2004-10

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**Superseded Directive:** 1540, Amendment 1500-2004-5, April 7, 2004

**Approved by:** Frederick Norbury, Associate Deputy Chief

**Date approved:** October 04, 2004

**Responsible Staff:**

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

**1543.13:** Removes the September 3, 1998, Memorandum of Understanding (MOU) between the USDA Forest Service and USDA Animal and Plant Health Inspection Service-Wildlife Services, regarding wildlife damage management activities and research on National Forest System lands. Adds the new MOU between these agencies, Forest Service Agreement No. 04-MU-11132422-061, signed June 4, 2004.

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## **1540.6 - Agreements Executed by the Department of Agriculture**

### **1540.61 - General Agreement With Agency for International Development**

66-SIE-001

#### **GENERAL AGREEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE AND THE AGENCY FOR INTERNATIONAL DEVELOPMENT**

##### **I. Purpose**

This Agreement establishes the framework for cooperative relationships between the Department of Agriculture (hereinafter referred to as the Department) and the Agency for International Development (hereinafter referred to as A.I.D.) in carrying out the provisions of Section 632(b) of the Foreign Assistance Act of 1961, as amended.

##### **II. Underlying Premises**

The building of the human and institutional resources essential to sustained national development of the less developed societies is a long-term, complex and exacting process. Effective U.S. assistance to this process requires a vigorous technical assistance program, demanding the use of the best professional skills and institutional resources available in the United States. The U.S. has a vital interest in the attitudes, skills, motivation and well-being of the people of the developing countries, and in the characteristics of the institutions they build, for these are the factors which ultimately determine the nature of their developing societies.

A.I.D. recognizes the unique personnel resources, capabilities and experience of the Department relevant to this task; it seeks through this agreement, therefore, to enlist as fully and effectively as possible, on a partnership basis, the pertinent resources of the Department in planning, executing and evaluating those portions of the foreign assistance program in which it has special competence. <sup>1</sup>

In furtherance of broad U.S. objectives, the Department recognizes its responsibility, within its authority, to contribute toward U.S. foreign policy by participation in foreign assistance programs.

##### **III. Planning, Coordination and Consultation**

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<sup>1</sup> These underlying premises, as expressed in AID Policy Directive 23, Mobilizing U.S. Government Resources in Support of Foreign Assistance, are stated in greater detail in A.I.D. Manual Order Series 240 issued August 17, 1964.

Effective cooperation between A.I.D. and the Department requires adequate arrangements for joint planning, coordination and consultation. These arrangements may include, but are not limited to the following:

A. The Administrator of A.I.D. and the Secretary of Agriculture will each designate a senior officer to coordinate basic negotiations and matters of general policy under this Agreement. The Department and A.I.D. will similarly designate appropriate channels for contacts on operations within their subdivisions.

B. Joint arrangements may be made for: (1) examining country development plans, total U.S. country assistance programs and, as feasible, those of other U.S. Government or U.S. private organizations, foreign government and other entities participating in economic assistance programs, relevant to the activities the Department might be requested by A.I.D. to undertake; (2) reviewing activities proposed by A.I.D. for the Department's consideration, including participation in field surveys and (3) evaluating the effectiveness of current and completed Departmental activities on behalf of A.I.D., including operating procedures.

C. In Order to facilitate the Department's planning, A.I.D. will give the Department the maximum possible advance notice of projected A.I.D. requirements for services. The Department will advise A.I.D. as early as feasible as to its ability to provide these services.

D. In providing services under this Agreement the Department may use private sources with the concurrence of A.I.D.

#### IV. Participating Agency Service Agreements (PASAS)

Services which are rendered by the Department either in the U.S. or overseas will be governed by individual Service Agreements except as outlined in Section V.B. below and Appendix III. A Service Agreement will define the scope, location and duration of the service, the personnel requirements, costs, method of financing, and special implementation conditions not otherwise stipulated in this Agreement or required by A.I.D. regulations. Arrangements covering Service Agreements and personnel serving under such agreements are contained in Appendices I and II to this Agreement. PASA's may be signed by properly authorized officers of each agency.

#### V. Types of Assistance

The types of assistance which the Department agrees to provide A.I.D., upon its request, may involve but are not confined to the following:

##### A. Project Services

A project service can be specifically defined in terms of planned end result, estimated cost, location of implementation and duration.

A project may range from a short feasibility survey to the assumption of a world-wide service over a period of years subject to the availability of resources. It may involve the assignment or temporary detail of a group of technicians or in some instances of a single expert. In providing such a service either in the U.S. or overseas, the Department will assume operating responsibility for the project, which may involve staffing, supervising, budgeting, backstopping, procurement, inspecting, evaluation and reporting.

#### B. Technical Consultation Support Services

Technical consultation support services cover any service, in support of the foreign assistance program which cannot be characterized as a project or staff service and which is normally performed in the U.S. on a continuing basis. Such support services may include the furnishing of technical information and advice, backstopping of project services in the field, assistance in recruiting technical experts and the provision of training and procurement services, in the fields of competence of the Department, in accordance with Appendices III, IV, and V to this Agreement.

#### C. Staff Services

A staff service involves the detail or assignment of an individual Department employee to fill an A.I.D. staff position overseas. Persons detailed or assigned for staff duty with A.I.D. will be entirely under the supervision and direction of A.I.D. However, questions concerning an individual's status as an employee of the Department will be dealt with directly between the Department and the employee concerned.

Arrangements covering the assignment or detail of Departmental personnel to A.I.D. are outlined in Appendix II to this Agreement.

### VI. Professional Development

The Department considers foreign service for its employees of such importance that it will assure that such service will be fully recognized in their career development and promotion within the Department. A.I.D. will encourage such professional development activities as attendance at appropriate professional meetings, professional publications, research appropriate to their assignments and full utilization of their professional advice and counsel in Agency program planning. To the extent appropriate and feasible, the Department will participate in orientation and other personnel development functions of A.I.D.

### VII. Operating Relationships

#### A. In the United States

General technical and project services provided in the United States will be carried out by the Department in accordance with its established procedures.

## B. Overseas

1. Department personnel assigned overseas as members of an A.I.D. Mission under this Agreement will receive support, benefits and privileges on the same terms as they are provided to A.I.D. direct-hire personnel and as permitted under legal and A.I.D. regulatory requirements.

2. Unless mutually agreed otherwise, the Department will utilize personnel on its roles insofar as possible in providing services under this Agreement.

3. Personnel of the Department detailed or assigned for duty overseas with A.I.D. under this Agreement will be administratively responsible to the U.S. A.I.D. Director or his designee on matters of personal conduct, public relations and general program and policy direction. Disciplinary action, if called for, must be taken by the Department. It is the responsibility of A.I.D. to notify the Department promptly of development which might require such action.

4. With respect to project services, official communications on technical, professional and personnel matters may be direct or through A.I.D. channels at the option of the Department, provided that copies of communications sent directly will be simultaneously provided to A.I.D. Mission and AID/Washington headquarters. Official communications dealing with A.I.D. program and policy matters will be transmitted through regular A.I.D. channels with respect to staff services, all communications are through A.I.D. channels.

5. Problems that arise in the operation of service agreements will be resolved between the U.S. AID Director or his designee and the Department's senior officer at the Mission. In the absence of a mutually satisfactory solution the U.S. AID Director may, if he deems it necessary, direct that his views be followed pending decision on the matter of Washington.

## VIII. Reporting and Evaluation

In order to facilitate evaluation of the foreign assistance program, the Department agrees to provide A.I.D. with project progress and administrative reports as required in A.I.D. Manual Orders on the Participating Agency Service Agreement (PASA) or as otherwise agreed and to assist A.I.D. in making periodic reviews of costs and performance.

The US AID Director has a responsibility for continuing evaluation through observation and reports of all projects and programs under his direction.

## IX. Termination of Services

If A.I.D. or the Department finds it necessary to cancel in whole or in part any project or service under this Agreement, A.I.D. agrees to reimburse the Department for appropriate costs, which are mutually agreed in writing.

## X. Financing

A.I.D. will provide the Department with timely forecasts of general requirements in each category of service for its guidance and planning.

On the basis of such forecasts, the Department and A.I.D. will enter into an annual budget agreement to cover the Department's annual costs for domestic program support services.

A.I.D. will reimburse the Department for its project or staff services at monthly or other agreed upon intervals on the basis of bills presented on Standard Form 1080 or 1081 to the AID/Washington Controller.

A.I.D. will provide financial support to the Department for its project, staff and other services in accordance with the specific agreement set forth in the A.I.D. Controller's letter of November 4, 1965 and the U.S.D.A. Budget and Finance acceptance of November 15, 1965, or such other arrangements as may be mutually agreed in writing between the above parties.

XI. Termination or Amendment of Agreement and Appendices

The Agreement and its Appendices will continue in force until termination by either party upon giving ninety days written notice to the other party; provided that its continuation shall be subject to Congressional action. Either party to this Agreement may propose amendments to the Agreement. Subsequent amendments to the Appendices of the Agreement based on changes in operating procedures or due to legislative requirements will be executed by the Assistant Secretary of the Department charged with the international affairs of the Department or his authorized representative and the Assistant Administrator, Office of Technical Cooperation and Research or his authorized representative.

Not more than three years after the signing of this Agreement, the Department and A.I.D. will conduct a joint review of activities under the Agreement to determine whether it will remain in force, or in what respects if any, it should be modified.

XII. Effective Date

The effective date of this General Agreement and its Appendices shall be the latest date affixed below.

APPROVED:

/s/  
Secretary, Department of Agriculture

Date \_\_\_\_\_

APPROVED:

/s/  
Administrator, Agency for International Development

Date \_\_\_\_\_



SUPPLEMENTARY AGREEMENT  
APPENDIX I  
TO  
GENERAL AGREEMENT  
BETWEEN THE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
AND THE  
DEPARTMENT OF AGRICULTURE

SUBJECT: Participating Agency Service Agreements

The participation of the Department in various aspects of the foreign assistance program, other than technical support, training and procurement services rendered in the U.S., is covered by Participating Agency Service Agreements (PASAs) entered into under the basic terms of the General Agreement between the Department and A.I.D. The following provisions apply generally to all PASAs:

I. Form and Content

A PASA will usually consist of (a) a face sheet, (b) a Budget Plan and (c) a Project Implementation Order/Technical Services (PIO/T which includes a statement of Scope of Work which is sufficiently detailed to provide all information necessary to plan and effect the service, and which provides the basis for evaluation or performance.) If the PASA covers services which are to be rendered beyond the fiscal year in which the agreement is entered into, the PIO/T includes a summary Scope of Work covering the entire service, as well as an annual Scope of Work. The initial Budget Plan also covers both the estimated total cost of the service and the first fiscal year of operations. Each fiscal year a new PIO/T will be issued to provide additional funds, and as required, a new Scope of Work and Budget Plan will be issued.

II. Duration

The PASA includes the duration of a given project or service.

A specific data for the projected termination of the service covered by a PASA is always stated. This data may be extended by amendment to the PASA.

III. Effective Date

A PASA is effective as of the date of the last A.I.D. or Department signature on the agreement, unless another date is specified.

#### IV. Amendment and Termination of Agreement

PASAs should be appropriately amended, by mutual agreement.

In the event that circumstances are such that A.I.D. or the Department deems it necessary or desirable to terminate a service agreement before completion of the services to be provided, A.I.D. and the Department will consult in advance on such termination and, insofar as possible, will fix a termination date sufficiently in advance so that the parties may make personnel and other adjustments in their operations in the light of such termination. The establishment of a termination date is documented in a format prescribed by A.I.D. for signature by the Department and the A.I.D. official (or their successors) who signed the original Service Agreement.

If A.I.D. or the Department finds it necessary to cancel in whole or in part any project or service, A.I.D. reimburses the Department for its liabilities relating to termination.

#### V. Progress Evaluation

In order to facilitate the evaluation of specific services, the Department will prepare periodic reports on implementation progress, including any problems encountered in rendering those services. Such reports will be submitted to: (a) the US AID Director or his designee, and the appropriate AID/W office--for services on behalf of a US AID, (b) the appropriate AID/W office--for services on behalf of AID/W or of a regional or interregional nature.

Unless specified otherwise in an individual PASA, either directly or by reference to an A.I.D. issuance, the frequency of such reports will be (a) upon request of A.I.D.--for services of less than one year; or (b) quarterly for services of one year or more. Where a completion of service report is required, the Department will make such a submission, where feasible, not later than 50 days after the service or project is completed.

Where the format, number of copies required, and content of progress reports for specific types of services are not stipulated in A.I.D. issuances, they will be mutually agreed upon at the time the agreement is entered into so as to meet the operating requirements of both the Department and A.I.D. The Department may, in addition to A.I.D.'s reporting requirements, establish other reporting requirements from its personnel to satisfy its own supervisory responsibility.

#### VI. Contracting Under a Service Agreement

When a contract with a private, international or other non-U.S. Government organization is necessary to implement a particular project, A.I.D. normally enters directly into such an agreement. However, under the terms of a PASA, A.I.D. may authorize the Department to enter into a contract to implement a specific phase of a project. If such a contract involves the performance of services outside the U.S. by U.S. citizens, the Department will take

appropriate action to assure compliance with the loyalty and security investigation requirements of Section III of the Foreign Aid and Related Agencies Appropriation Act of 1966 (Public Law 89-273) and any successor legislation, and implementing AID regulations relating thereto. The certification of security clearance will be made by the Department. A.I.D. will reimburse the Department for the cost of such investigations.

VII. Maintenance and Disposition of Records

Records and files accumulated and maintained by Department personnel in connection with overseas activities undertaken pursuant to a Service Agreement will be the property of the Department, which will be responsible for their maintenance and will determine and effect their final disposition. If requested and authorized in writing by the Department, A.I.D. personnel in the field will arrange for the destruction without screening of those records, which have been determined by the Department to be eligible for destruction. However, property records required to validate the inventory paid for from A.I.D. funds will be retained and turned over to A.I.D.

VIII. Disposition of Property

All property, including vehicles, equipment, and supplied purchased by the Department relative to and finances under a PASA covering an overseas activity will be turned over to and will become the property of A.I.D. upon completion of that activity, unless the PASA specifically provides otherwise. The Department will maintain itemized property records on all non-expendable items costing more than \$50 each, showing description, date acquired and from whom, cost and location.

SUPPLEMENTARY AGREEMENT  
APPENDIX II  
TO  
GENERAL AGREEMENT  
BETWEEN THE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
AND THE  
DEPARTMENT OF AGRICULTURE

SUBJECT: Personnel Arrangements

I. General

As used in this agreement, and subsequent implementing documents and related correspondence--(a) the overseas "assignment" of Department personnel is understood to entail the establishment of an overseas position and the assignment or appointment of an employee to that position for a tour of duty, with the employee remaining on the Department's payroll, (b) the overseas "detail" of Department personnel to the A.I.D. program to provide either project or staff services is understood to entail temporary duty (reimbursable or non-reimbursable detail) with a US AID with no change in the individual's employment status with the Department.

The implementation of Participating Agency Service Agreements (PASAs) may entail the utilization of Department personnel resource sin a variety of ways depending on the nature and magnitude of the services to be rendered. In providing personnel services under this agreement the Department may --

A. For Project Services:

(A given project may require any one or a combination of these staffing arrangements):

1. Assign or appoint employees to fill positions established to implement project service PASAs in the U.S.

2. Detail employees for temporary duty overseas.

3. Assign employees overseas for a tour of duty in an overseas position specifically established by the Department pursuant to a PASA.

B. For Staff Services:

Assign employees to A.I.D. staff positions overseas.

## II. Arrangements Applicable to Service in the U.S.

Department personnel appointed or assigned by the Department to duties in the U.S. relating to the foreign assistance program, either for technical support services (including training and related services) under a General Agreement or project services under a PASA, are governed wholly by the Department's rules and regulations.

Under certain circumstances, A.I.D. may request and the Department may agree to provide the services of a Department employee to occupy an A.I.D. staff position in the U.S. on a detail basis. Such a detail is not considered as constituting technical services and is not covered by a PASA.

## III. Arrangements Applicable to Overseas Service

The following basic arrangements are applicable, prima facie, to the overseas detail or assignment of Department personnel in the foreign assistance program. Specific guidance and requirements are provided in A.I.D. manual orders.<sup>1</sup> They apply uniformly to all Federal Government employees engaged in any phase of the foreign assistance program overseas and are designed to insure that such employees are treated equitably while on such duty, that the basic requirements for such duty are equally applicable to A.I.D. and Department personnel and that to insure effectiveness and economy of operations, the principle of coordinated programming and management is carried out in both the planning and implementation phases of the foreign assistance program.

In the event the Department is to provide services in a country where there is no US AID, AID/W will make appropriate arrangements to have the functions and responsibilities of a US AID as outlined herein, assumed by the Chief of the Diplomatic Mission, or his designee, or will make other appropriate arrangements.

### A. All Overseas Service

#### 1. Security

The Department will arrange for the necessary investigation and certify the security clearance. An employee may not depart for an overseas post until such clearance is obtained.<sup>2</sup>

#### 2. Standards of Conduct

The conduct, both official and social, of Department personnel (and dependents) assigned to US AIDs must at all times be acceptable to A.I.D. and the cooperating country.

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<sup>1</sup> Manual Order 416.6 - Participating Agency Appointments and Employment.

<sup>2</sup> Manual Order 244.1 as amended - Procedure for Assigning Participating Agency Personnel Overseas Under a Participating Agency Service Agreement.

Discipline of such personnel is a responsibility of the Department--in collaboration with A.I.D., as appropriate. However, A.I.D. may have occasion to request that an employee be relieved of his duty. In such an instance, the Department will arrange for the prompt withdrawal of the employee from the US AID. A.I.D. will provide the Department with information concerning the circumstances of the case, and such other information concerning the conduct of the employee, as may be necessary to meet the requirements of the Department. In an emergency situation, as determined by the US AID Director, the US AID may issue travel orders and arrange for travel pending administrative action by the Department.

### 3. Mission Clearance

Each Department employee proposed for an overseas assignment is nominated to the US AID for the purpose of obtaining US AID and cooperating country concurrence, as appropriate. This nomination is prepared by the Department and approved and transmitted by A.I.D. Such clearance must be obtained before the employee may be authorized to depart for an overseas post.

### 4. Administrative Support

A.I.D., through the US AID, will provide Department personnel with adequate common supporting services including ordinary supplies and equipment and administrative support comparable to services provided A.I.D. direct-hire technical assistance personnel, e.g., office supplies, official transportation, office space and equipment and administrative assistance except in cases where the PASA specifies that the Department or the cooperating country will provide any one or all of such support services.

### 5. Briefing and De-Briefing

A.I.D. general orientation and program briefing will be given, in addition to briefing required by the Department, unless mutually agreed otherwise in specific instances. Personnel returning from duty overseas will be available to A.I.D. for consultation and de-briefing.

### B. Overseas Details

1. Departmental personnel detailed overseas for temporary duty under a PASA under authority of Section 632(b) of the Foreign Assistance Act of 1961, as amended, continue to occupy their position in the Department. Such details are normally not in excess of 6 months.

2. The Department authorizes, arranges and pays for the employee's international travel, and per diem for such travel, as prescribed in Standardized Government Travel Regulations or Joint Travel Regulations (governing the Uniformed Services), as appropriate. The Department and A.I.D. recognize that maximum use is to be made of local currencies in accordance with Bureau of the Budget Bulletin #65-5, September 15, 1964, and subsequent Department of State and A.I.D. notices. In those instances when local currencies are available in countries listed in Bureau of the Budget Bulletin #65-5 and subsequent additions the PASA

will specify when U.S. dollar or local currency expenditures are to be authorized and include necessary procedural guidance.

3. All travel authorizations will remind the traveler to use designated A.I.D. or Embassy cashiers for exchanging U.S. dollar checks in accordance with the prescribed regulations of the post. This is applicable to both official and personal checks.

### C. Overseas Assignments

#### 1. Assignment Authority

The employment or assignment of Department personnel for overseas duty in the foreign assistance program may be authorized by A.I.D. pursuant to Section 625(d)(1) of the Foreign Assistance Act of 1961, as amended.

#### 2. Tour of Duty

The normal period of service in an overseas position is a two-year tour from date of arrival in the country of assignment. This period may be more or less than two years depending on the requirements of the project.<sup>3</sup>

#### 3. Establishment of Position

An assignment to a project pursuant to Section 625(d)(1) involves the establishment of an overseas position by the Department. An assignment to a staff position involves a position established or maintained by A.I.D.

Based on information concerning the job to be done, as outlined in the PASA, the Department will prepare a position description and classify it in accordance with Civil Service standards. The General Schedule classification is converted to the appropriate class in the Foreign Compensation (FC) schedule. Two copies of this position description are provided A.I.D.

#### 4. Qualifications and Suitability

The Department is responsible for determining the technical qualifications of employees it selects for assignment to overseas positions in the aid program.

Successful performance in an overseas assignment requires also special personal qualifications. Therefore, to the maximum extent possible, the Department will follow the guidelines established by A.I.D. for determining the suitability of an individual for overseas service and will also obtain necessary information from appropriate sources about those

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<sup>3</sup> Exceptions to the A.I.D. criteria applicable to overseas tours of duty are to be processed under the provisions of A.I.D. Manual Order 416.6.

members of the candidate's family who will accompany him overseas. It will provide A.I.D. with a certification that such an investigation has been made with satisfactory results.

#### 5. Training

If a project or service requires that the incumbent of a particular position have proficiency in the language of the country of assignment, the Department will insure that the candidate selected meets this requirement. If necessary, arrangements will be made with A.I.D. for appropriate language training prior to departure overseas. Language training provided at the overseas post is available to Department personnel on the same basis as A.I.D. personnel. Orientation training by A.I.D. in Washington, supplemented at the Mission, is normally required. Other training may be made available by A.I.D. Departmental personnel assigned to A.I.D. programs overseas may qualify for within-grade step increases, for having attained proficiency in an esoteric language if such language is the primary or primary-alternate of the post of assignment.<sup>4</sup>

#### 6. Medical Clearance

Medical clearance for the employee and those of his dependents who will accompany him overseas will be obtained by the Department from the Medical Division, Department of State. Such clearance is a prerequisite for authorization of the employee's departure from the U.S.

#### 7. Assignment Documentation

The assignment or appointment of a Department employee to a position in the foreign assistance program is documented on a Standard Form 50, or comparable official document. Two copies of such documentation will be forwarded to A.I.D. not later than 15 days after the effective date of the action.

#### 8. Compensation and Benefits

While assigned to an overseas position established under the terms of this agreement, Department employees are entitled to compensation and benefits provided under Section 625(d)(1) P.L. 87-195, including medical benefits, allowances, differentials, and leave, on the same basis as applicable to A.I.D. foreign service personnel.

#### 9. Leave

Before termination of an A.I.D. assignment a Department employee is entitled to take whatever annual leave has been accumulated during that assignment. However, if the employee's employment with the Department is to be terminated in conjunction with the termination of his A.I.D. assignment, he may only take that amount of annual leave, which is in excess of his leave ceiling, and the balance of annual leave must be paid to him in accordance

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<sup>4</sup> Manual Order 462.9 - Foreign Language Training.



with the Lump Sum Leave Act. A.I.D. will reimburse the Department for that portion of the lump sum leave payment earned during the employee's assignment to A.I.D. An employee may be granted home leave in accordance with applicable regulations if he has completed the required continuous service abroad and it is contemplated that he will return to services abroad (including service under P.L. 85-795) under an overseas program entitled to home leave benefits provided under the Annual and Sick Leave Act of 1951, as amended.

#### 10. Initial Rate of Pay

Department employees are compensated in accordance with the class of the position to which they are assigned.<sup>5</sup>

#### 11. Payment of Salary and Differential

The Department will authorize and pay its employees basic salary and the applicable hardship differential.

#### 12. Allowances

Allowances for post (cost of living), quarters, temporary lodging, education, local travel and transfer, as well as local travel per diem, Standardized Regulations (Government Civilians, Foreign Areas) and A.I.D. regulations and orders, will be paid directly to the employee by the US AID, unless otherwise specified in the PASA. Such allowances are normally paid in local currency, except that education and transfer allowances may in certain cases at the discretion of the US AID, be payable in dollars. Transfer allowances are authorized for payment by the Department when the transfer is to another bona fide overseas program and when such transfer otherwise meets the eligibility requirements for transfer allowances as set forth in the Standardized Regulations (Government Civilian, and Foreign Areas).

The Department will certify an employee's eligibility for separation allowance in accordance with Standardized Regulations and will pay this allowance directly to the employee.

#### 13. Promotions

The promotion by the Department of an employee assigned to the A.I.D. program is based on the reclassification of his position or his reassignment to a higher level position, provided he has served for one year in his present grade and has demonstrated ability to perform the duties of the higher level position.

#### 14. Performance Evaluation

To assure that Department personnel receive full recognition for their contributions in the foreign assistance program, the US AID will furnish AID/W and the Department, if it so

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<sup>5</sup> Rates of pay in excess of norms prescribed in M.O. 416.6 - Participating Agency Employment require the written approval of an authorized official of A.I.D. and the Department.

desires, with copies of performance evaluations,<sup>6</sup> or any other document (e.g., letter of commendation) which in any way evaluates the accomplishments of performance of the Department's employees assigned to the US AID.

If the US AID Director determines that an employee's performance is not sufficiently effective in a given work situation, he may request the Department to terminate the employee's assignment.

#### 15. Travel and Transportation

A.I.D. regulations and the Standardized Regulations (Government Civilians, Foreign Areas) govern the travel and transportation of all Department personnel (and dependents) assigned overseas for a tour of duty pursuant to Section 625(d)(1) of the Foreign Assistance Act of 1961, as amended.

a. The Department authorizes, arranges for, and reimburses such employees for:

(1) Travel within the U.S. and between the U.S. and the overseas post.

(2) Costs involved in the transportation and/or storage of household goods, personal effects and a privately owned motor vehicle on the same basis as A.I.D. employees at the same Mission.

The Department consults with A.I.D. as to the availability of local currency for such expenditures and the procedure for its utilization.

b. The US AID authorizes, arranges for, and reimburses Department personnel for:

(1) Other international travel which the Department has approved or concurred in.

(2) Local travel within the country of assignment.

(3) Travel for rest and recuperation in countries where such travel is authorized.

(4) Education travel.

#### 16. Termination

The US AID will furnish a Completion of Assignment Report, in accordance with A.I.D. requirements, for all Department personnel, as well as A.I.D. employees.

When a Department employee is returned to the U.S. for completion of assignment and is not to be reassigned to another position in the A.I.D. program, the Department will ordinarily effect the termination action not later than the next regular pay period ending after the

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<sup>6</sup> See M. O. 416.6 - Participating Agency Appointments and Employment.

employee's return to the U.S., unless medical clearance requires a delay, and will provide A.I.D. with the appropriate documentation of such action.

Should final medical clearance for a Department employee, or his dependents, not be received within two weeks after return to the U.S., the termination date will be extended in consultation with A.I.D. In such cases, if the employee is on active duty with the Department after a 60-day period, A.I.D. will terminate reimbursement of the employee's salary. Medical benefits will be forfeited if arrangements for medical examinations are not made within 30 days and completed within 60 days after the employee or his dependents depart from post.<sup>7</sup>

#### 17. Recruitment Status Reports

The Department will provide AID/W with a monthly report on the status of recruitment to fill positions established under PASAs.

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<sup>7</sup> Detailed procedures governing the medical and health program are contained in M. O. 454.1.

SUPPLEMENTARY AGREEMENT  
APPENDIX III  
TO  
GENERAL AGREEMENT  
BETWEEN THE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
AND THE  
DEPARTMENT OF AGRICULTURE

SUBJECT: Technical Consultation Support Services

I. General

This appendix outlines the types of technical services, which the Department agrees to perform upon request, on behalf of the Agency for International Development, in support of the foreign assistance program.

A.I.D. will furnish the Department with copies of reports and communications relating to programs, projects and questions on which A.I.D. may request assistance.

II. Types of Support

Services provided by the Department to A.I.D. may include but are not limited to:

A. Providing consultation and advice in connection with program planning, review and coordination.

B. Reviewing and evaluating proposed programs, activities or projects concerning which there is need for special technical advice.

C. Advising on technical resources available within the Department or other government or private agencies.

D. Discussing and advising on technical problems with AID/W personnel or individuals referred to the Department by AID/W.

E. Answering technical inquiries made by AID/W or sent in from the field and referred by AID/W in writing to the Department.

F. Providing general technical backstopping for projects being implemented by the Department either in the U.S. or overseas.

G. Upon A.I.D.'s written request, suggesting names of personnel or sources of recruitment for A.I.D. overseas positions in certain technical fields; and commenting on the technical competence of personnel under consideration for A.I.D. overseas positions.

H. Training of foreign nationals. <sup>1</sup>

I. Performing procurement services. <sup>2</sup>

### III. Financial Arrangements

The funding of costs involved in providing project, staff, procurement and participant training services will be covered by Project Implementation Orders (PIOs).

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<sup>1</sup> See Appendix V

<sup>2</sup> See Appendix IV

SUPPLEMENTARY AGREEMENT  
  
APPENDIX IV  
TO  
GENERAL AGREEMENT  
BETWEEN THE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
AND THE  
DEPARTMENT OF AGRICULTURE

SUBJECT: Procurement of Commodities Incidental to the Furnishing of Services

I. General

This appendix outlines commodity procurement services, which the Department agrees to provide A.I.D. -- in cases mutually agreed to by the Department.

II. Procurement Services

Upon receipt of an acceptable authorizing document from A.I.D. the participating agency performs the following services in behalf of A.I.D. or for a borrower/grantee on behalf of A.I.D.<sup>1</sup>

- A. Procures commodities or services specified in the authorizing documents.
- B. Renders advice and assistance in selecting commodities or service organizations best suited to accomplish a particular purpose.
- C. Prepares requisitions or other listings for the approval of A.I.D. or for a borrower/grantee on behalf of A.I.D.
- D. Prepares commodity specifications and arranges necessary inspections.
- E. Arrange transportation, including packing, inland and ocean transportation, licensing and, where applicable, marine insurance.
- F. Maintain records and prepares reports required by A.I.D.
- G. In the implementation of the training program,

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<sup>1</sup> Detailed requirements and procedures governing procurement in A.I.D. programs are contained Manual Order 1430, "U.S. Government Agency Procurement, Commodities."

1. Orient the participants regarding their programs.
2. Arrange with organizations, industries, educational institutions, or other groups for assistance in implementing the training program.
3. Evaluate the program effectiveness by appropriate methods as mutually agreed upon by the Department and A.I.D.
4. Inform A.I.D. of illnesses, conduct prejudicial to the program, or other emergencies arising during the period of the participant's visit. Assist in making the necessary arrangements for medical care of treatment pursuant to the provisions of the insurance; provided, however, that the Department shall not be responsible for the performance of any medical, legal, professional, or other services of a private nature.
5. Prepare quarterly reports on the numbers of participants trained during the quarter and submit these on the standardized A.I.D. report form not later than the 10th day of the month following the quarterly reporting period.
6. Provide in accordance with A.I.D. Manual Orders, the necessary implementation of the training programs by:
  - a. Obtaining as authorized by A.I.D., the services of technical leaders and processing documents for payment of salaries and other expenses for the same.
  - b. Paying in advance, participants' maintenance allowances at the A.I.D. approved rates.
  - c. Providing assistance and funds to participants for purchase of books, training aids, and equipment.
  - d. Providing the necessary program travel for the participants.
  - e. Processing documents for A.I.D. use in payments of tuition and training fees in connection with programs in institutions or firms, or paying tuition and training fees as agreed upon by the Department and A.I.D.
  - f. Paying travel expenses for interpreters as authorized.
  - g. Assisting as required in the shipment of the participant's books, and printed program related training materials to the Mission.

SUPPLEMENTARY AGREEMENT - TYPE ONE

APPENDIX V  
TO  
GENERAL AGREEMENT  
BETWEEN THE  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
AND THE  
DEPARTMENT OF AGRICULTURE

SUBJECT: Training of Foreign Nationals

I. General

This appendix outlines the responsibilities of the Department and A.I.D. in the planning and execution of technical cooperation training projects referred to the Department by A.I.D. The carrying out of these responsibilities constitutes an effective contribution to the execution of the program of A.I.D. in and for the cooperating country involved.

II. Responsibilities of the Department

At the request of and in consideration with A.I.D., the Department will,

A. Develop and administer training programs for foreign nationals who are brought to the United States by A.I.D. for training in the field of agriculture and related subjects, and provide the technical competency needed in carrying out these programs.

B. In the development of training programs,

1. Determine which services of the Department, private business, academic or other groups can best assist in the development and implementation of desirable training programs.

2. Prepare and submit to A.I.D. for review and concurrence a proposed training program, and such revisions as may be required, including essential cost elements needed to fund approved programs.

3. Provide A.I.D. with copies of all reports prepared by or about participants, which discuss the participants' programs, progress, or problems.

4. Provide news releases about participants indicating A.I.D. sponsorship and the objectives of the study program(s).



5. In consultation with A.I.D., develop alternative procedures when extraordinary circumstances render the above procedures infeasible.

6. Mutual consideration regarding the participant(s) scheduled departure date at least 30 days in advance.

7. Whenever possible, collecting all overpayments to the participants prior to departure.

8. Distributing and forwarding mail to participants.

9. Arranging, when appropriate, for the participant's membership in an A.I.D. approved American Professional society.

### III. Responsibilities of A.I.D.

A. In the development of training programs, A.I.D. will,

1. In consultation with the Department assist in the development of all programs, reviewing and approving them prior to implementation.

2. Furnish the Department appropriate information relating to requested training for each foreign national for whom training has been approved, such as;

a. Major problems and needs in the cooperating country toward which training should be directed.

b. Type of training desired by the Mission and the cooperating country.

c. An evaluation of training, education, experience, and ability of the participant.

d. Particulars as to the present position of the participant and the position that he is expected to occupy upon his return to the cooperating country after training.

e. Official transcripts of scholastic records, if available, when academic training is indicated.

f. General proficiency of each participant in the English language.

3. Communicate with Mission to obtain information on program changes, extensions, funding, etc.

4. Transmit the programs to the Mission.

5. Arrange arrival dates in line with the dates shown in the proposed program and inform the Department of those dates.

6. Make appropriate public announcements regarding the training program giving credit therein to the participation of the Department.

7. Obtain systematic information from the Missions on the extent to which the participants' training in the United States is being utilized and furnish information of a significant nature to the Department. Information of this type received by the Department directly is furnished to A.I.D.

B. In the implementation of the training program,

1. Arrange for reception services at Ports of Entry and in Washington except as mutually arranged otherwise.

2. Provide initial administrative orientation to participants.

3. Collect insurance premium payments from independently financed participants.

4. Arrange for contractual services to cover medical insurance for participants; and forwarding services for shipment of participants' publications and printed training aids.

5. Arrange for renewal of participants' visas as required.

6. Conduct a final conference, where possible, with the participant(s) for the purpose of evaluating the program and its effectiveness.

7. As agreed upon, arrange international return travel for participants upon receipt of scheduled departure dates from the Department, informing the Department of these arrangements in order that the Department can complete all fiscal transactions prior to departure.

8. Arrange for interpreters when needed.

9. Obtain the security clearance for Technical Leaders as required.

#### IV. Financial Arrangements

Funds from which A.I.D. will pay for procurement costs are provided in Project Implementation Orders/Commodities (PIO/Cs) or Procurement Authorization/Purchase Requisitions (PA/PRs).

## 1540.62 - Peace Corps Agreement

(See also FSM 1539.11.)

71-SIE-003

### GENERAL AGREEMENT BETWEEN THE PEACE CORPS and the UNITED STATES DEPARTMENT OF AGRICULTURE

#### I. Purpose

This agreement establishes a framework for a cooperative relationship between the Peace Corps and the United States Department of Agriculture (hereinafter referred to as "Department") pursuant to the provisions of sections 10(a)(i), 10(f) and 10(g) of the Peace Corps Act, as amended.

By this agreement, the Peace Corps seeks to enlist the appropriate resources of the Department in support of Peace Corps programs, especially for the purpose of developing agricultural projects, screening proposed projects, and evaluating ongoing projects.

#### II. Underlying Premises

The Congress established the Peace Corps in order to make available qualified Volunteers to:

1. Help the peoples of interested countries and areas in meeting their needs for trained manpower,
2. Help promote a better understanding of the American people on the part of the peoples served, and
3. Help promote a better understanding of other peoples on the part of the American people.

In consideration of these goals, the Peace Corps recognizes that the Department has personnel resources, capabilities and experience in the agricultural area which would be relevant and helpful in support of its program.

#### III. Planning, Coordination, and Consultation

Effective support of the Peace Corps program by the Department requires adequate arrangements for effective planning, coordination, and consultation between the two agencies. These arrangements may include, but are not limited to, the following:

A. The Director of the Peace Corps and the Secretary of Agriculture will each designate a senior officer to coordinate basic negotiations and matters of general policy under this agreement. These senior officers will also designate appropriate channels for contacts on operations within their subdivisions.

B. Joint arrangements may be made for Department personnel to cooperate with the Peace Corps in developing and screening proposed agricultural projects and evaluating ongoing agricultural programs. It is anticipated that many of these tasks will require travel to countries in which the Peace Corps is carrying out programs.

C. In order to facilitate the Department's planning, the Peace Corps will give the Department the maximum possible advance notice of projected Peace Corps requirements for services. The Department will advise the Peace Corps as early as possible as to its ability to provide these services.

#### IV. Individual Projects and Financing

Individual projects will be implemented with the transmittal of a memorandum from the designated senior Peace Corps officer to the designated senior officer of the Department. This memorandum will set forth the nature and objectives of the project, the type of Department personnel required, the time period required, and costs for which the Peace Corps will reimburse the Department. The Department will, as requested, provide Peace Corps officers with cost estimates needed for the preparation of these memoranda. The Peace Corps will reimburse the Department, in accordance with the memoranda implementing individual projects, for services provided pursuant thereto.

#### V. Operating Relationships

A. Department personnel working on Peace Corps projects overseas will receive the same allowances and benefits they would be entitled to under the Department's regulations, and will be subject to the same conditions of assignment (such as security clearance, if necessary) which an expert or consultant working directly for the Peace Corps would receive or be subject to.

However, such personnel will remain on Department payrolls and be served accordingly by the Department.

B. Department personnel working on projects overseas will be responsible to the Peace Corps Director or his designee on matters of personal conduct, public relations, and general program or policy direction. Disciplinary action, if appropriate, must be taken the Department.

It is the responsibility of the Peace Corps to notify the Department promptly of developments which might require such action. However, if, in the judgment of the Peace Corps Country Director, a Department employee's conduct is detrimental to the Peace Corps' best interests in the host country to which he is assigned, the Country Director also may, without first obtaining the approval of the Department, recommend to the United States Ambassador or Chief of Mission that such employee be required to leave the Country.

VI. Termination of Amendment of Agreement

This agreement may be renewed annually. It may be terminated at any time by mutual agreement and unilaterally by either party upon giving 90 days written notice to the other party. At the end of the first year of this general agreement the Peace Corps and the Department will conduct a joint review of the activities under the agreement to determine whether it will remain in force or in what respect it should be modified. Future agreements may define the scope and duration of the services, estimated personnel requirements, maximum level of costs, method of financing, and special implementation conditions.

APPROVED:

/s/ Clifford M. Hardin  
Secretary of Agriculture

APPROVED:

/s/ Joseph H. Blatchford  
Director, Peace Corps

November 3, 1970

## **1540.7 - Agreements Among 3 or More Agencies**

### **1540.71 - Aerial Photography Contracting and Imagery Processing**

76-SIA-003

#### **AGREEMENT BETWEEN AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE, FOREST SERVICE, AND SOIL CONSERVATION SERVICE OF THE DEPARTMENT OF AGRICULTURE**

#### **PURPOSE**

To outline general responsibilities and provide for funding and reimbursement for aerial photography contracting and imagery processing, between the Agricultural Stabilization and Conservation Service (ASCS), commencing on January 1, 1977 for the Forest Service (FS), and on October 1, 1977 for the Soil Conservation Service (SCS).

#### **I - GENERAL RESPONSIBILITIES**

ASCS will be responsible for establishing and maintaining a facility for procuring aerial photography and furnishing photographic products within the agreed schedule time period, in the quantity, and of the quality requested by FS and SCS. The quality shall be as specified in current USDA specifications for aerial photography. ASCS will maintain an accounting system from which costs for aerial photography contracting service and photographic products can be extracted and used to determine reimbursements by FS and SCS.

#### **II - ESTIMATED WORKLOAD**

For budget and work planning purposes, FS and SCS will provide ASCS with aerial photography workload estimates by June first, for the following fiscal year. This will include the square or linear miles of aerial photography to be contracted and the type, size, and quantity of photographic products to be furnished by ASCS.

#### **III - REQUESTS FOR CONTRACTING SERVICES AND PHOTOGRAPHIC SERVICES**

Purchase orders will be used by FS and SCS to request contracting services and photographic products from ASCS. A separate purchase order will be issued for each request. The purchase order will show estimated costs for new aerial photography contracts, contracting service, and/or photographic products costs. ASCS will advise the purchasing agency in advance of performing any contracting services if the actual costs are expected to exceed the estimates. After bids are received, ASCS will notify the requesting agency of the actual cost, and if necessary, the requesting agency will amend or cancel the order.

#### IV - REIMBURSABLE RATES

Charges for all contracting services and photographic products will be at rates shown in the published price schedule. The rates will be calculated using actual ASCS costs incurred during the twelve-month period ending June 30 and then adding or subtracting anticipated cost differences for the following fiscal year period. The rates will include the cost of direct labor and overhead, including supervision, operating supplies and services, facilities maintenance, and ASCS general administrative costs applicable to the contracting service and photographic products. Rates will be computed and published when significant cost changes are experienced, but at least annually, by September 1. Rates will be jointly reviewed and approved by the ASCS, FS and SCS prior to publication. Rates will become effective 30 days after publication. Costs apply as follows:

- A. Aerial Photography Contracts--The FS and SCS will reimburse ASCS for actual costs paid to contractors for each aerial photography contract.
- B. ASCS Contracting Services--The ASCS costs for preparing, negotiating, and administering awarded aerial photography contracts will be reimbursed on a square or linear mile rate. FS and SCS will reimburse ASCS for contracting services furnished under this agreement at the published rates.
- C. Photographic Products--The FS and SCS will reimburse ASCS for photographic products furnished under this agreement at the published rates.

#### V - INVOICING

The ASCS will bill the FS and SCS ordering offices for accepted jobs quarterly or more frequently if necessary. Billings will be itemized by purchase order number, line item if appropriate, and amount.

This Agreement shall become effective on the date of final signature of all the parties hereto and shall continue indefinitely. It may be amended by agreement of the parties in writing and may be terminated by any party on 90 days written notice to the other parties.

SOIL CONSERVATION SERVICE

By <u>/s/</u>	<u>April 19, 1976</u>
Administrator	Date

FOREST SERVICE

By <u>/s/</u>	<u>April 23, 1976</u>
Chief	Date

AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE

By <u>/s/</u>	<u>April 30, 1976</u>
Administrator	Date

OFFICE OF MANAGEMENT AND FINANCE

By <u>/s/</u>	<u>May 17, 1976</u>
	Date

OFFICE OF THE SECRETARY

By <u>/s/</u>	<u>May 24, 1976</u>
Assistant Secretary for Conservation, Research and Education	Date

By <u>/s/</u>	<u>June 4, 1976</u>
Assistant Secretary for International Affairs and Commodity Program	Date

By <u>/s/</u>	<u>June 9, 1976</u>
Assistant Secretary for Administration	Date



## 1540.72 - Comprehensive River Basin Planning

68-SIA-001

MEMORANDUM OF UNDERSTANDING  
between  
The Soil Conservation Service, the Forest Service  
and  
The Economic Research Service  
pertaining to  
Comprehensive River Basin Planning

### Background

The Secretary of Agriculture is authorized under Section 6 of Public Law 566, 83d Congress, 68 Stat. 666, as amended, in cooperation with other Federal agencies and with States and local agencies, to make investigations and surveys of the watersheds of rivers and other waterways as a basis for the development of coordinated programs. Title I, Administrative Regulations of the Department, assigns responsibilities including development of general principles, criteria, and procedures for administration of this activity to the Soil Conservation Service. It also assigns responsibilities for participation in these activities to the Forest Service and assigns responsibility to the Economic Research Service for natural resource economics studies on river basin development problems.

The Department of Agriculture participates with other Federal agencies and with States and local agencies in cooperative river basin studies and investigations. These are undertaken within the policy framework of Senate Document 97, and under the guidelines and coordination requirements provided by the Water Resources Council authorized by the Water Resources Planning Act of 1965 (P.L. 89-80). The USDA has responsibility for the agricultural, forest resource, rural community and upstream aspects of water and related land resource planning and development, including participation in the formulation of basin-wide plans for development of water and related land resources.

The Water Resources Planning Act of 1965 (P.L. 89-80) Title I, designates the Secretary of Agriculture as a member of the Water Resources Council. The Secretary has delegated to the Assistant Secretary for Rural Development and Conservation; the Administrator, Soil Conservation Service; the Deputy Administrator for Watersheds, Soil Conservation Service; and the Administrator, Economic Research Service, the authority to perform all duties and to exercise all functions of the Secretary as a member of the Council. He has also delegated to the SCS Deputy Administrator for Watersheds and the Assistant to the SCS Deputy Administrator for Watersheds authority to represent him at meetings of the Water Resources Council of Representatives.

## Purpose

The purpose of this memorandum is to establish working procedures to help assure that the Department of Agriculture responsibilities in investigations and surveys are conducted in an efficient, cooperative and timely manner.

## Major Responsibilities of Participating Agencies

The Soil Conservation Service is responsible for administration of USDA activities in connection with river basin investigations and preparation of reports thereon (with due recognition to the responsibilities otherwise assigned). It is responsible for development of general principles, criteria, and procedures.

The Soil Conservation Service is responsible for making physical appraisals of agricultural and rural water problems, and resource development needs and defining them in terms of meeting regional and community economic needs for water-related goods and services. It determines the conservation treatment needs for non-Federal open lands within river basins. It determines the development potentials of upstream watersheds, including their physical and economic feasibility and effects; determines the scope and scale of upstream watershed development needed and coordinates this with the proposals of other departments. At the national level, the Soil Conservation Service, with the Forest Service and Economic Research Service, participates in program formulation and coordination with the Water Resources Council and member agencies. It serves on interagency committees and work groups, and carries out special studies to improve river basin planning efforts.

The Soil Conservation Service, with the Forest Service and the Economic Research Service, participates with the Water Resources Council, Federal, State, regional, and local organizations in program formulation, budget coordination, and development of guidelines and procedures. It also reviews project proposals of other Departments related to river basin activities, and assumes responsibility for the preparation of the USDA comments.

The Forest Service is responsible for aspects of river basin planning relating to woodlands and forested lands, Federal and non-Federal, the rangelands within and adjacent to the National Forests which are administered in conjunction with such forests under formal agreement with the owner or lessee, and other forest lands, except that the determination as to what lands are to be in forests and woodlands is the responsibility of the Soil Conservation Service. It provides the analyses and projections of economic activity related to the multiple uses and products from forests, woodlands, and wild lands, and interprets these projections with respect to the use of and requirements for water and related lands.

The Forest Service is responsible for appraising the suitability and capability of forested lands to satisfy future demands for products and services and determines the kinds, amounts, and costs of watershed management practices needed on forest lands. It determines for forested and

related wild lands the hydrologic characteristics as to runoff, water yields, sediments, and erosion.

It estimates and evaluates the impacts of water resource development plans and proposals of USDA and other agencies upon the forest resource--public and private. It carries out continuing coordination with other land management and conservation agencies--Federal, State, and local. It participates in the identification of areas having opportunities for feasible USDA projects and programs (P.L. 566, RC&D, National Forest Development, etc.) to help meet the development needs of the river basin.

At the national level, the Forest Service participates with other agencies of the Department in program formulation, and coordination with the Water Resources Council and member agencies. It provides technical services and staff supports to the Council and its several committees and task forces on forestry matters. It participates in special studies to improve the effectiveness of USDA water and related land resource planning efforts. It provides technical support and services within its subject matter and program areas, at both national and field levels to river basin commissions, interagency committees, regional commissions, cooperating agencies, and institutions.

The Economic Research Service is responsible for basin-wide economic aspects and elements of the USDA program in comprehensive river basin planning. Economic Research Service develops and analyzes the agricultural economic base of the river basin studies to include an appraisal of trends in land water use. It develops projections of agricultural production, employment, income, rural population, and land use for the economic analysis of agricultural water management needs and potentials. Economic Research Service also analyzes the economic impact of flood prevention, land drainage, irrigation, and other water development programs on production, employment and income in agriculture and related sectors of the economy. The Economic Research Service, in collaboration with Bureau of Outdoor Recreation, Soil Conservation Service, and Forest Service, as may jointly be agreed, evaluates the demand for and the economic benefits of water-based recreation development needed for river basin investigations. Economic Research Service also participates in the formulation of comprehensive plans for river basin development including the analysis of economic benefits from alternative plans.

At the national level, the Economic Research Service participates with other agencies of the Department in program formulation and coordination with the Water Resources Council and member agencies. It participates with the Water Resources Council and the Department of Commerce (Office of Business Economics) in maintaining a program of national and regional economic projections and a related automated system for storage, retrieval, and analyses of economic data. It provides technical leadership for USDA on national and regional interagency committees and work groups on economic evaluation and analyses. It provides economic services to the Water Resources Council on policy and planning matters, including the National Assessment of Water Supplies and Requirements. Within the Department, Economic Research

Service provides leadership for river basin staff efforts in basin-wide economic planning and the analyses of overall economic problems related to river basin development. It participates in special studies to improve the effectiveness of USDA planning. Economic Research Service maintains relationships with cooperating agencies and institutions on standards and procedures for benefit cost and economic impact analyses.

### Committee Organization and Functions

#### A. Washington Advisory Committee

At the national level, a staff committee is established consisting of representatives of the Soil Conservation Service, Forest Service, and Economic Research Service, with the Soil Conservation Service representative serving as chairman.

The functions of the committee will include:

1. Provisions for coordination and oversight of USDA participation in river basin surveys, through the USDA Field Advisory Committees and through agency administrative channels.
2. Review of USDA planning activities and development of procedures and recommendations for needed administrative adjustments.
3. Formulation of USDA guidelines, standards, and instructions for river basin surveys.
4. Review and evaluation of survey proposals and recommendation of priorities for planning activities.
5. Review and coordination of agency funding requirements for USDA river basin survey programs.
6. Review and recommend approval of USDA survey plans of work.
7. Other coordination services as necessary, including the preparation of consolidated reports.

#### B. Field Advisory Committee

Upon the authorization of a river basin study, a Field Advisory Committee is established; consisting of representatives designed by the Soil Conservation Service, Forest Service, and Economic Research Service. The Soil Conservation Service representative serves as chairman. This Committee will report to and work with the Washington Advisory Committee on general overall survey matters. The Field Advisory Chairman will provide an opportunity for the full committee to develop a unified position. Designated agency representatives will handle specific matters of concern to their own agency through their regular channels. The Field

Advisory Committee will meet at the call of the Chairman quarterly, or more often as required for effective coordination of the work and checking on progress.

Upon the establishment of a river basin commission or interdepartmental coordinating committee for a river basin survey, the Secretary of Agriculture formally designates the Department's representative for commission or coordinating committee matters. The Field Advisory Committee serves as the field focal point for operating and policy decisions concerning the Department's involvement.

It is recognized that designated agency personnel will establish working arrangements, will serve on various task forces and committees, and may handle much of the ongoing detail technical work with other participating agencies without referring these to the Field Advisory Committee. Policy matters arising in the field concerning the conduct of the survey will be referred to the Field Advisory Committee.

The functions of the Field Advisory Committee will include:

1. Coordination of the USDA river basin survey to which assigned and participation in plan formulation.
2. Maintenance of necessary field liaison and coordination with other Departments, USDA agencies, States, and other concerned entities to assure that USDA field work is properly coordinated with that of other participants.
3. Preparation of the survey plan of work.
4. Interpretation of national guidelines, instructions, and procedures to meet the requirement of the survey in a uniform manner.
5. Preparation, justification, and recommendation of project budgets to the Washington Advisory Committee.
6. Making periodic and special reports on progress, expenditures, and problems, as required by Washington Advisory Committee and the parent Services.
7. Field guidance of USDA aspects of interagency coordinated program recommendations.
8. Other necessary coordination and programming functions as recommended by the Washington Advisory Committee.

### Operating Procedures

#### A. Plan of Work

A plan of work will be developed by the Field Advisory Committee for each river basin investigation and survey, and submitted to the Washington Advisory Committee for their review. When the plan of work is satisfactory to the Washington Advisory Committee, it will recommend its approval to the Soil Conservation Service Administrator. When funds are available, he will notify the appropriate SCS line officer and the Chairman of the Field Advisory Committee of its approval. The approved plan constitutes the basis for USDA participation. It should be reviewed and revised as necessary, at least annually. Instructions on content and scope of plans of work will be included in river basins instructions issued by the Soil Conservation Service, after review and concurrence by the Washington Advisory Committee.

#### B. Budgeting and Funding

To facilitate individual agency personnel planning and commitments, the Washington Advisory Committee will consolidate budget estimates of the three Services and will recommend a total budget distribution of funds among agencies and activities. Recommendations will be routed through administrative channels to the three Services for their consideration and recommendations to the Administrator of the Soil Conservation Service.

#### C. Progress Reports

In order that all agencies may be kept properly informed of the progress of the work, the Chairman of the Field Advisory Committee will arrange with Service representatives for periodic reports to be prepared. They should indicate in a brief, concise manner the progress on scheduled activities, time schedules established, and other pertinent information needed to keep agency personnel and the Washington Advisory Committee up to date. Distribution to Field Advisory Committee members will be made by the Chairman in agreed upon numbers. Within agency distribution will be by the respective agency representative. Further distribution of progress reports will be by agreement of the Field Advisory Committee.

#### D. Technical and Other Reports

Reports will be issued through established channels after approval by the Field Advisory Committee. Working material may be transmitted to other agencies as formally agreed upon; however, specific procedures will be established for any needed review by individual agency or Field Advisory Committee prior to transmittal. Reports and material will be transmitted by the Chairman of the Field Advisory Committee, or Washington Advisory Committee, except where other procedures have been established.

E. Resolution of Problems

Where agreement cannot be reached on general overall survey matters by the Field Advisory Committee, the problem and agency position will be forwarded to the Washington Advisory Committee for review, recommendations, and/or decision. Where the Washington Advisory Committee cannot agree, and on policy matters, the Administrator of the Soil Conservation Service, after consultation with the other Administrators, will make the final decision.

F. Field Headquarters

The Administrator of the Soil Conservation Service designates by name the Soil Conservation Service employee who will have leadership for the Department on each river basin survey. The Administrator of the Soil Conservation Service, after consultation with the Administrators of the Forest Service and the Economic Research Service, will designate the headquarters location. This selection will be based on the most practical location to meet the need for effective representation of the USDA river basin planning staff activities in a river basin rather than the convenience of any individual agency. To the maximum extent possible, after consideration of personnel and funding, principal agency representatives will be located at that headquarters.

Duration

This Memorandum of Understanding shall become effective as of the date of approval and shall continue in effect until modified or terminated by mutual agreement of the parties hereto. The three-agency Memorandum of Understanding on this subject entered into in 1956 is hereby canceled.

<u>April 11, 1968</u>	<u>/s/</u>
Date	Administrator, Soil Conservation Service

<u>April 12, 1968</u>	<u>/s/</u>
Date	Chief, Forest Service

<u>April 11, 1968</u>	<u>/s/</u>
Date	Administrator, Economic Research Service

APPROVED:

<u>April 15, 1968</u>	<u>/s/</u>
Date	Assistant Secretary for Rural Development and Conservation

April 15, 1968

Date

/s/

Director, Agricultural Economics



## **1541 - Natural Resources and Environmental Agencies**

### **1541.1 - Soil Conservation Service**

(See Also FSM 1530.6, .7; 1540.71, .72.)

#### **1541.11 - Resource Conservation and Development Projects**

75-SIA-002

MEMORANDUM OF UNDERSTANDING  
Between the  
Soil Conservation Service  
and the  
Forest Service  
United States Department of Agriculture

Secretary of Agriculture Memorandum 1665 designates the Soil Conservation Service as the Departmental agency responsible for program administration of those activities under Section 102, Public Law 87-703, relating to the Resource Conservation and Development (RC&D) Program. The Secretary also directed the Forest Service and other Departmental agencies to assist within the scope of their assigned functions.

The purpose of this Memorandum of Understanding is to prescribe the RC&D responsibilities for program activities of the Forest Service and to establish interagency arrangements for carrying them out.

#### **A. PROGRAM DIRECTION**

1. National Level. The Soil Conservation Service is designated as the Departmental Agency responsible for Administration of activities relating to resource conservation and development projects. The Forest Service has responsibility for forestry activities. The Chief of the Forest Service will appoint a representative to participate in activities of the Department's Interagency Committee on RC&D.

2. Regional Level. Forest Service responsibilities are carried out by Regional Foresters or by Area Directors, State and Private Forestry, in the Northeastern and Southeastern Areas.

3. State and Project Level. The Forest Service will have an advisor assigned to each State, designated by the Area Director or Regional Forester. The Forest Service will be concerned primarily with technical services to the project sponsors in the development of project plans and implementation of RC&D measures relating to forestry. These services will be provided for the most part through cooperative agreements with State forestry agencies. Where National Forest lands or National Grasslands are involved, the planning and operational

phases for RC&D measures applicable to these lands will be conducted by the Forest Supervisor, working through the designated Forest Service advisor in cooperation with the project sponsors, project coordinator, and others having project-wide responsibility and interest.

## B. ANNUAL PLAN OF WORK

An annual plan of work listing accelerated forestry work and requesting RC&D funds for the next fiscal year will be transmitted to the Washington Office by July 15 each year. A plan will be prepared for each operational project where sponsors have indicated a need for increased technical forestry assistance, whether the project is currently funded or not. These plans help to establish allotments by projects and form the base for a national plan of work.

1. Project Level. This annual plan of forestry work will be prepared jointly by project sponsors, Forest Service, State forestry agency, and Soil Conservation Service. The project sponsors, usually through their forestry committees, will be responsible for arranging the meeting and should invite representatives of other interested agencies and organizations to contribute to the preparation of main items included in the plan. Representatives of the Soil Conservation Service, Forest Service, and the State Forester will be responsible for the necessary follow-up to complete the details of the plan of work.

The plan will include:

- a. A summary of project objectives related to forestry as stated in the project plan.
- b. Titles of forestry RC&D measures contained in the project plan.
- c. Present level of annual accomplishment on b. above by the Forest Service and State Forester in the absence of RC&D accelerations (units and man-days).
- d. Accelerated work plan.
  - (1) A list of RC&D measures, in priority order to meet the accelerated levels (in units) determined at the annual work planning session.
  - (2) RC&D funds needed to meet (1) above and RC&D measure.

Annual forestry plans of work will be signed by the sponsors, State Forester, State Conservationist, and Regional Forester or Area Director. The State Conservationist will send a copy to the Administrator, Soil Conservation Service, and the Regional Forester or Area Director will send a copy to the Chief, Forest Service.

2. National Level. The Administrator, Soil Conservation Service, will take the lead in arranging with the Chief, Forest Service, for the development of a national annual forestry plan

of work which will be prepared jointly by the Forest Service and the Soil Conservation Service covering the work to be undertaken with accelerated RC&D funds.

The plan will include:

- a. A list of projects by states, types of work to be performed, and RC&D allotments for accelerated services. Allotments will be based on the project annual forestry plan of work and recommendations of Regional Foresters or Area Directors and State Conservationists.
- b. Needed cooperation to be developed with other Federal and State agencies.
- c. Other items as agreed.

The national annual plan of work will be transmitted by joint memorandum to State Conservationists and Regional Foresters or Area Directors by June 1.

#### C. FINANCING

Consistent with overall appropriations for RC&D projects, RC&D funds appropriated to the Soil Conservation Service will be transferred to the Forest Service to cover its expenses and those of the State Foresters for project planning and for the accelerated activities described by the forestry annual plan of work. These RC&D funds must be used to accelerate forestry activities as related to sponsor objectives and not to supplant ongoing cooperative forestry activities operated by State forestry organizations through other programs administered and cost-shared by the Forest Service.

#### D. PROGRESS REPORT

1. Project Level. The Forest Service, in cooperation with State Foresters, will be responsible for the preparation of fiscal year progress reports which will be presented to the project sponsors, Soil Conservation Service, and other interested agencies and organizations at a meeting arranged by the sponsors. A report will be prepared for each project which has received funds to accelerate forestry work. It will be signed by the sponsors, the State Forester, and the Forest Service advisor. All progress reports are due in Washington before November 30.

The report will relate to RC&D forestry objectives and accelerate accomplishments as described in the forestry annual plan of work.

At this meeting, the allotments for the projects included in the national plan of work will be discussed with the sponsors so they may consider recommendations for revisions in the annual plan of work. The Chief of the Forest Service will provide a copy of each RC&D progress report to the Administrator, Soil Conservation Service.

#### E. OBLIGATIONS REPORT

The Chief, Forest Service, will provide a report of obligations to the Soil Conservation Service on SF-133, quarterly and on an apportionment period basis, and a monthly report of obligations on SF-225.

#### F. DURATION

This Memorandum of Understanding supersedes the Memorandum of Understanding of May 3, 1971, and becomes effective upon the date of the last affixed signature. It will continue in effect until terminated in writing by either party upon giving 60 days' notice to the other.

FOREST SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

Signature: /s/

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

Signature: /s/

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 1541.12 - Development of Structures on or Affecting National Forest System Lands

The following memorandum of understanding provides for coordination when the Soil Conservation Service is developing structures on or affecting National Forest System lands:

77-SIA-004

UNITED STATES DEPARTMENT OF AGRICULTURE  
MEMORANDUM OF UNDERSTANDING  
between  
FOREST SERVICE  
and  
SOIL CONSERVATION SERVICE

### 1. PURPOSE

The purpose of this agreement is to provide for coordination between the Soil Conservation Service (SCS) and the Forest Service (FS) when the SCS is involved in the planning, design, construction, repair, or rehabilitation of water storage or transmission structures on or affecting lands administered by the FS. As an intradepartmental agency agreement, nothing in this document is meant to change delegations of authority or agency practice in regard to issuing permits and external relations.

### 2. SCOPE

This agreement applies to work under the following acts and subsequent amendments: PL 74-46, Soil Conservation Act; PL 78-534, Flood Control Act of 1944; PL 83-566, Watershed Protection and Flood Prevention Act; PL 89-90, Water Resources Planning Act (River Basins Program); and PL 87-703, Food and Agriculture Act of 1962 (RC&D Program).

Structures as used herein refers to facilities used for water storage, water transmission, and related improvements such as access roads, boat launching ramps, and campgrounds.

### 3. RESPONSIBILITIES

A. Forest Service. The FS has responsibility for management of National Forest land and will:

--approve the location of all water storage or transmission proposed thereon.

--assure projects are planned and designed to minimize adverse impacts on resource values and the environment, including coordination with State and local resource agencies.

- establish specific criteria covering the design of structures.
  - authorize land use by the project proponent through issuance of an authorizing instrument in accordance with agency criteria and requirements.
  - review individual water storage or transmission plans to assure environmental and forest resource values are adequately protected (FS engineering certification of design is not required for designs approved by the SCS State Conservation Engineer).
  - assist SCS with the preparation of environmental assessments or impact statements when needed for structure construction involving RC&D, PL 566, and PL 534 structures.
  - meet requirements of NEPA, the Endangered Species Act of 1973, cultural resource legislation and related Executive Orders for PL 49 projects.
  - incorporate in the authorizing document suitable criteria to make the proponent responsible for property and GLO corner preservation and remonumentation.
  - make periodic inspections of structure maintenance and safety.
- B. Soil Conservation Service. The SCS has technical responsibility for the planning, design, and construction of certain water storage and transmission structures on or affecting National Forest lands. In carrying out this responsibility, the SCS will:
- obtain FS authorization prior to conducting any on-site surveys and investigations within the National Forest. Such authorization does not guarantee issuance of a Special Use Permit for construction. Issuance of such a permit is contingent on a favorable environmental assessment, compliance with PL 89-665, PL 93-291, E.O. 11593 and other cultural resource legislation, and the Endangered Species Act.
  - design water storage and transmission structures in accord with FS criteria, whenever it is the most restrictive, and with other requirements needed to minimize the project's impact on forest resource values and the environment. Each design shall be approved by the SCS State Conservation Engineer.
  - verify that the proponent has obtained required Federal, State or local water rights, permits or certifications. Verify that the proponent has a FS Special Use Permit or easement before proceeding with construction.
  - meet requirements of NEPA, provisions of the Endangered Species Act of 1973, cultural resource legislation and related Executive Orders for RC&D, PL 566, and PL 534 structures.
  - assure that construction drawings are provided for permanent access roads.

--assist the applicant to locate and protect during construction all existing General Land Office corner monumentation plus all boundary corners between FS and private land that may be disturbed. Notify the FS and proponent of those corners that need to be remonumented because of inundation or unavoidable disturbance.

--provide certification by an SCS engineer that the project has been constructed in accordance with the approved drawings and specifications and furnish "as built" drawings to the FS.

--develop with the proponent and furnish the FS an operation and maintenance plan for the completed project works. This plan should be discussed with the proponent at a meeting attended by a representative of the FS.

--provide FS a copy of all maintenance and safety inspection reports.

#### C. Joint Responsibilities.

In all programs of both Services which involve mutual interests, it is imperative that each agency inform the other at the first inception of a potential structure construction or rehabilitation so that on-going cooperation can be maintained.

In those programs where one agency has leadership, the other Service will be kept informed and invited to participate in (1) public information meetings, (2) meetings with proponents, (3) environmental meetings, (4) investigations, and (5) planning of the project.

The FS and SCS jointly will determine the project's hazard classification. However, final approval of hazard classification rests with FS.

The SCS will participate with FS in making periodic maintenance and safety inspections of RC&D, PL 566, and PL 534 structures.

The SCS and FS mutually will agree on location and design standards for work roads and temporary access roads.

#### SUPPLEMENTATION

As needed to cover local conditions, this agreement may be supplemented at the State level, by agreement between State Conservationists and Regional Foresters.

Local agreements may be desirable to cover individual situations involving recreation development and operation and other special needs and requirements.

## DURATION

The working agreement shall become effective upon the date of the last affixed signature and shall continue in effect until terminated in writing by either party upon giving 60 days' notice to the other.

/s/  
R. M. DAVIS, Administrator  
Soil Conservation Service

/s/  
JOHN R. McGUIRE, Chief  
Forest Service, USDA

April 6, 1977  
Date

January 24, 1977  
Date

### Attachments:

Exhibit A

Exhibit B



**1541.12 - Exhibit A**

**RECOMMENDED FLOW CHART FOR ENGINEERING ACTIVITIES BETWEEN SOIL CONSERVATION SERVICE & FOREST SERVICE**

SOIL CONSERVATION SERVICE	JOINT ACTION	FOREST SERVICE
(1) Notify FS of any potential new projects or projects involving rehabilitation measures.		(1) Notify SCS of any potential new projects or projects involving rehabilitation measures that SCS is likely to be involved.
	(2) Make joint field inspection and discuss needs related to the project. The preliminary hazard classification, hydrologic and basic design criteria, and/or rehabilitation needs are determined.	
		(3) Issue letters of authorization to SCS for site investigations and preliminary surveys.
(4) Make preliminary surveys and investigations to determine need and feasibility.		(4) Make preliminary archaeological and historical examination and provide SCS with preliminary information.
(5) Prepare preliminary investigation report.		
	(6) Meet with proponent to present preliminary investigation report.	
		(7) Proponent applies for and is issued a special use permit conditioned on final approval of construction plans and favorable project assessment. Give SCS authorization to proceed with final survey and design.

**1541.12 - Exhibit A--Continued**

SOIL CONSERVATION SERVICE	JOINT ACTION	FOREST SERVICE
	(8) Determine final hazard classification and establish design criteria for the structure. Agree on location and design standards for work roads and access roads.	
(9) Prepare final plans and specifications for the project including plans for work roads and access roads.		(9) Complete archaeological and historical examinations and prepare an environmental assessment and EIS (if needed). Based on environmental assessment or EIS, advise SCS of special provisions that must be incorporated in the plans and specs, including protection and preservation of cultural properties.
(10) Develop an OSM plan with the proponent and discuss it at a meeting attended by the FS.	(10) Jointly agree on an inspection frequently of each structure.	
	(11) Make on-site review of the completed plans and specifications.	
(12) State Conservation Engineer approves the plans and specifications and furnishes copies to FS.		(12) Approve OSM plan and approves construction plans or advise SCS of additional measures needed to protect Forest resource or environmental values.
(13) Verify that the proponent has obtained any required State permits or certifications and advise FS.		
		(14) Authorize permittee to proceed with construction and notify SCS (the permittee is responsible for construction).
(15) Provide for engineering inspection services.		(15) Provide resource protection inspection services.

**1541.12 - Exhibit A--Continued**

SOIL CONSERVATION SERVICE	JOINT ACTION	FOREST SERVICE
	(16) Make a semi-final inspection.	
(17) Make final inspection and certify that the project was built in accordance with the approved plans and specs. Furnish "as built" plans to the FS.		
		(18) Authorize the operation of the completed works.
(19) On request by the FS, the SCS will provide technical advice and assistance to the permittee on maintenance.		(19) Make periodic maintenance and safety inspections.

**1541.12 - Exhibit B**

**RECOMMENDED FLOW CHART FOR ENGINEERING PROJECT ACTIVITIES BETWEEN THE FOREST  
SERVICE AND SOIL CONSERVATION SERVICE  
PL-566, PL-534 AND RC&D**

SOIL CONSERVATION SERVICE	JOINT ACTION	FOREST SERVICE
	(1) Preliminary discussion with prospective proponents on possible projects and alternatives.	
(2) After proponent makes a request for planning assistance, the responsible State Agency assigns a planning priority. SCS notifies the FS of the planning priority and the legal sponsor.		
	(3) Field examination based on existing information.	
		(4) Issue letter of authorization to SCS for site investigation and preliminary surveys.
(5) Make additional field evaluation and prepare preliminary investigation report.	(5) Determine preliminary hazard class for individual structures.	(5) Provide input to SCS on the preliminary investigation report.
(6) Prepare watershed or measure according to Principles and Standards for Water environmental assessment & EIS (if needed) and make archaeological and historical examinations. (Note: many approved and still active work plans predate NEPA. Where this is the case, an environmental assessment must be prepared for remaining structures prior to their construction.	(6) Determine final hazard class and establish design criteria for individual structures. Agree on location and design standards for work roads and access roads.	(6) Provide input to SCS on plan preparation of watershed or measure plans. Provide input to SCS on preparation of environmental assessment, EIS and on making archaeological and historical examinations.
	(7) Prepare plan for survey recovery protection and preservation of cultural properties.	

**1541.12 - Exhibit B--Continued**

SOIL CONSERVATION SERVICE	JOINT ACTION	FOREST SERVICE
		(8) Sponsor applies for and FS issues a special use permit for construction, operation, and maintenance of the individual structure.
(9) Prepare plans and specifications for all project work including work roads and access roads. State Conservation Engineer approves plans and specifications and furnishes copies to FS.		(9) Provide assistance on the final location and on the design of work roads and access roads.
	(10) Make an on-site review of the final plans and specifications.	
(11) Verify that the proponent has obtained any required State permits or certifications and advises FS.		
		(12) Review and approve plans or advise SCS of additional measures needed to protect Forest environmental values and report results of cultural resources actions.
(13) Develop an OSM plan with the project and discuss it at a meeting attended by the FS.	(13) Jointly agree on an inspection frequency of each structure.	(13) Approve OSM plan
		(14) Authorize construction.
(15) Provide for project construction and for inspection services, including special features for environmental protection and preservation of cultural resources.		(15) Provide assistance to SCS on meeting resources protection needs during construction.
	(16) Make semi-final inspection.	
(17) Make final inspection.		

**1541.12 - Exhibit B--Continued**

SOIL CONSERVATION SERVICE	JOINT ACTION	FOREST SERVICE
(18) Certify that the project was constructed in accord with the approved drawings and specifications. Furnish "as built" plans to FS.		
		(19) Authorize permittee to commence operations.
	(20) Make joint or individual periodic maintenance and safety inspections.	
	(21) Follow up to see that permittee performs the needed maintenance.	

### **1541.13 - Operation of Standard Soil Surveys**

The following memorandum of understanding provides for coordination between the Soil Conservation Service and the Forest Service on soil surveys made on lands administered by the Forest Service.

61-SIA-002

MEMORANDUM OF UNDERSTANDING  
Between  
THE FOREST SERVICE  
And  
THE SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
Relative to  
The Making of Soil Surveys on  
Lands Administered by the  
FOREST SERVICE

It is recognized that the Forest Service in discharging its obligations in the management of lands under its jurisdiction, including National Forests, National Grasslands and land utilization projects, has a need for information on the nature and distribution of soils in such Federal lands and their potential suitabilities and limitations for different uses and activities.

The Soil Conservation Service in discharging its obligations is concerned with soil correlation and with obtaining a national inventory of soils. This inventory is being developed by means of a soil survey program carried on in cooperation with other Federal and State agencies.

Considering the broad responsibilities of both agencies it is desirable and mutually beneficial to cooperate and integrate certain of the technical phases of the soil survey work of the Forest Service with the National Cooperative Soil Survey of the Soil Conservation Service. The program of both agencies will derive considerable benefits from such cooperation.

This memorandum will guide the actions of each agency with respect to the operations of standard soil surveys.

In consideration of the above, it is mutually agreed that:

1. Standard soil surveys as used in this memorandum include the determination of important characteristics of soils, the classification of soils into defined and described taxonomic units, the establishment and plotting of the boundaries of these units on maps, the interpretation of the maps, and the publication of the maps and reports.

2. Standard soil surveys on lands administered by the Forest Service, will meet the technical standards of the National Cooperative Soil Survey.

3. A cooperative soil survey work plan will be developed for each area containing lands administered by the Forest Service for which a standard soil survey is to be made. It will set forth the efforts of cooperating agencies for that area with respect to all activities pertaining to the survey and with respect to the limits established by this memorandum. Work plans will be reviewed and signed by the Regional Forester, the State Conservationist, Director of the State Agricultural Experiment Station, the Soil Conservation Service Assistant Administrator for Soil Survey, and other agencies that may be cooperating in a specific area. It is recognized that cooperation is a matter of working together to a common end and is not dependent on or in proportion to the financial contribution of the cooperating agencies.

4. Although the work plans described in point 3 above will define the specific cooperative efforts of each agency, in general, for areas consisting predominantly of land administered by the Forest Service, the Forest Service will take the leadership in conducting the field surveys, providing a party leader, and such crew members as are available; gathering data needed for soil interpretations for different uses of such Federal lands and making those interpretations for preparations of a report acceptable for publication as a Department Bulletin, in the Department Soil Survey Series. In areas of mixed ownership where lands administered by the Forest Service are of minor occurrence the party leader and most crew members may be from the Soil Conservation Service or from one of the cooperative State Agricultural Experiment Stations. And, in general, the Soil Conservation Service will take the leadership in correlation and naming of soils; laboratory analyses of soils; map preparation; report editing and publication.

5. Initiation of soil surveys on areas composed predominantly of lands administered by the Forest Service will usually be by the Forest Service. In other areas where such Federal lands are limited, initiation may be by the Soil Conservation Service or by some State agency, with the Forest Service as a cooperating member.

6. The agencies, jointly or separately, as set forth in the work plan, will gather and analyze basic data required for soil interpretations. Each agency will be responsible for the interpretive groupings of soils as developed for use in its individual program. Interpretive groupings in the published soil survey reports that apply to all the lands included in a survey will be agreeable to the cooperating agencies. The Forest Service, however, can include such groupings as it determines to be appropriate for the lands under its administration and the Soil Conservation Service can include such groupings as it determines to be appropriate for other lands.

7. Each of the cooperating agencies shall have full opportunity to cooperate in the planning, execution, and publication of the results of all standard surveys conducted as a result of this agreement. It is recognized that the Forest Service will probably make in-Service use of maps and interpretations prior to final report publication; and that such maps may contain



delineations of land features other than soils; and further, to facilitate practical use in the hands of land managers, the Forest Service will be free to interpret the maps as to the occurrence of soils and soil properties and make necessary delineations to this end on maps prepared for in-Service use.

8. Parties to this agreement shall be free to use in official correspondence any of the results obtained in the surveys made under this agreement, giving due credit to the other agency. It is understood that the publishing of maps, reports, and data on surveys made by the cooperating agencies will be agreed upon in individual work plans, but each agency has the right to use or publish interim information as may be required, provided appropriate credit is given to the other agencies involved in making the surveys, and further provided that interpretive groupings for soils on lands administered by the Forest Service are acceptable to the Forest Service.

9. In furtherance of these cooperative efforts the Forest Service will be invited to attend the annual soil survey work planning conferences in each State containing lands administered by the Forest Service, and will participate in development of annual and long-range soil survey plans where such lands are involved.

10. This memorandum of understanding is to define in general terms the basis on which the agencies concerned will cooperate, and is not intended to be sufficiently specific to constitute an obligation for expenditure of funds. Commitments of funds will be covered in specific working agreements entered into as provided under item 3.

11. Either party may terminate this memorandum of understanding by providing 90 days written notice to the other. Unless terminated by written notice, this memorandum will remain in force indefinitely.

_____ Date	_____ /s/ Administrator, Soil Conservation Service
_____ Date	_____ /s/ Chief, Forest Service

AMENDMENT NUMBER 1  
to the  
MEMORANDUM OF UNDERSTANDING  
between  
THE FOREST SERVICE  
and  
THE SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
Related to  
The Making of Soil Surveys on  
Lands Administered by the  
FOREST SERVICE

The February 28, 1961, Memorandum of Understanding between the Forest Service (FS) and the Soil Conservation Service (SCS) relative to soil surveys is amended as follows:

1. Each SCS State Conservationist and the SCS Director, Caribbean Area, and FS Regional Foresters shall, in each State and in the Caribbean Area:
  - a. Jointly prepare long-range statewide plans and schedules for implementation of soil surveys of the National Forest System and of counties with significant acreages of National Forest System lands. This process shall include joint review of existing uncorrelated inventories and soil resource inventories and a determination as to the need for and type of soil correlation or updating procedures.
  - b. Determine jointly the soil survey area boundaries for those parts of the State which are within the National Forest System.
  - c. Negotiate, if needed, additional agreements and/or arrangements for either agency to prepare and reproduce for its own needs soil surveys and/or interpretive maps and reports for small areas within an established soil survey area (county soil survey or National Forest System soil survey area).
2. The SCS State Conservationists and FS Regional Foresters shall sign the initial work plan or memo of understanding (MOU) for each county or other soil survey area in the State that includes National Forest System lands. This work plan or MOU shall indicate each agency's responsibilities for: provision of personnel, supplies, and funds for the soil survey including provision of imagery (field sheets) and base maps; field reviews and correlations; map and report preparation; and editing and publishing. The work plan shall also indicate which agency will be responsible for providing the party chief. These work plans or MOU's shall be revised as necessary when impacted by significant budget reductions and personnel ceiling adjustments.

The State Conservationists shall arrange for review of a draft of work plans or MOU by the appropriate Director of an SCS Technical Service Center.

3. Both agencies shall continue to support the objective of including all lands of the U.S. in National Cooperative Soil Survey publications, and set a goal of completing the national soil survey "once-over" by the year 2000.

4. The agencies agree to support each other's soil survey programs, including the following understandings:

- a. The FS agrees to provide and report to SCS National Forest System soil survey acreage accomplishment by counties within National Forests.
- b. The FS agrees to provide to SCS descriptions of physical and chemical properties of soils in National Forest soil survey areas appropriate to the level of taxa of Soil Taxonomy used in the survey and to supply other data as may be needed for forest management. For surveys using soil series, descriptions shall be provided to the extent needed to complete the "estimated properties" section of Form SCS-SOILS-5.
- c. The FS may produce supplements to the NCSS soil survey report for agency and cooperator use as needed, consistent with the published survey.
- d. The SCS agrees to distribute as soon as possible revisions and modifications of these portions of the National Soils Handbook dealing with soil surveys of public lands.
- e. The SCS agrees to furnish an adequate number of review copies of drafts of National Soils Handbook revisions and additions to the FS lead soil scientist in Watershed and Air Management for comment. SCS also agrees to supply the FS lead soil scientist sufficient final printed copies of the National Soils Handbook and the Soil Survey Manual for distribution to FS soil scientists. This arrangement shall also include additions and replacement revisions of these publications.
- f. The SCS, in consultation with its cooperators, shall establish correlation, interpretation, and reporting procedures for order 3, 4, and 5 soil surveys, including consideration of procedures for correlation of phases of soil families and higher categorical levels of Soil Taxonomy.
- g. The SCS agrees to take early additional steps to separate the internal SCA policy portions from the technical procedures portions of the National Soils Handbook, thereby making it easier for the FS and other agencies to use the technical portions. From these initial steps, SCS shall move to preparation of a handbook or manual on soil survey operational procedures.

h. The FS and SCS jointly agree to take steps for expediting the resolution of technical and administrative differences between the personnel of the two agencies in matters pertaining to soil survey, and to establish provision for resolution of such differences at the national level, if necessary.

i. SCS agrees to provide for involvement of the appropriate SCS Assistant Chief(s) in improving cooperation and communication between State Conservationists and Regional Foresters, and in resolution of interagency differences at the multistate and subregional level.

j. The SCS and FS jointly agree to arrange for additional technical and/or administrative meetings between the annual State and biennial regional soil survey work planning conferences, if needed.

Except as otherwise stated, all other provisions of the agreement dated February 28, 1961, between the parties shall remain in full force and effect.

/s/

R. MAX PETERSON  
Chief, Forest Service

/s/

NORMAN A. BERG  
Chief, Soil Conservation Service

Date

Date

## **1541.14 - Inventory and Technical Assistance**

The following interagency agreement provides for clarification of technical assistance and inventory responsibilities on non-Federal rangeland and transition areas between rangeland and forest land.

83-IE-014

Agreement for Coordination of Inventory of  
Forest and Rangelands and Technical Assistance Programs  
on Non-Federal Forest and Rangelands  
United States Department of Agriculture  
Forest Service--Soil Conservation Service

### **I. INTRODUCTION**

The Forest Service (FS) and Soil Conservation Service (SCS) each have longstanding statutory and delegated authorities for programs and activities on Federal and non-Federal lands. It is essential that each agency's role and responsibilities in technical assistant programs and inventory activities on non-Federal lands be defined, understood, and followed to avoid duplication of effort and make maximum effective use of manpower and monetary resources.

### **I. PURPOSE**

This agreement is intended to promote harmonious working relations between the two agencies at all levels and to clarify (1) technical assistance responsibilities for non-Federal land and (2) inventory responsibilities on non-Federal land.

### **I. POLICY**

SCS and FS will cooperate fully within the scope of each agency's authorities in carrying out their respective programs on non-Federal land.

### **V. RESPONSIBILITIES**

#### **A. Technical Assistance**

1. SCS will provide direct technical assistance to landowners and users of non-Federal lands. Such assistance will normally be provided through conservation districts as a part of SCS responsibility for conservation planning including assisting landowners and users with land use/land treatment decisions. Agreements with State Foresters to coordinate forestry assistance to landowners are encouraged.

2. SCS will cooperate with State forestry organizations to assure the forest management is fully integrated into conservation plans developed with landowners and users.

3. FS will work indirectly with landowners and users of non-Federal forest land through appropriate State and Federal agencies, consultants, and others in its cooperative forestry programs.

4. FS and SCS will work with State forestry organizations to enhance their knowledge of livestock and wildlife forage potential and grazing opportunities so that they can reflect these values in their forest management recommendations.

5. FS will encourage appropriate State agencies to work closely with SCS and conservation districts to help landowners make full use of existing SCS technical assistance on non-Federal forest land.

6. FS and SCS will work together and with other agencies and organizations to identify research needs for non-Federal land and to interpret and disseminate research information to appropriate users.

#### B. Inventories

1. FS and SCS will work together on inventory programs for non-Federal land to identify data needs, avoid duplication of effort, and assure that data collected by each agency are mutually usable.

2. SCS will be responsible for all resource inventory on non-Federal rangelands\* and non-Federal specified ecosystems of mesquite, chaparral, mountain shrub, and pinyon-juniper. Designation of additional specified ecosystems will be based on specific agreement between FS and SCS.

3. FS will be responsible for forest resource inventory on non-Federal forest land, except those areas defined in section 2 above.

4. National Resources Inventory (SCS) and Forest Inventory and Analysis (FS) personnel will meet regularly to insure coverage, avoid duplication, develop common methodology and standards, and broaden opportunities for sharing of information. Lead responsibility for inventory standards and design is assigned to SCS for rangeland resources and to FS for forest resources. Specific inventory activities on non-Federal forest lands will be coordinated on a State-by State basis to take advantage of agency expertise, promote efficiency, and meet specific requirements of each agency.

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\*For purpose of this agreement, rangeland is considered to be land on which the native vegetation (climax or natural potential plant communities) predominantly grasses, grass-like plants, forbs or shrubs suitable for grazing or browsing use. Rangeland includes natural grasslands, savannas, most deserts, tundra, alpine plant communities, coastal marshes, wet meadows, and introduced plant communities managed like rangeland.

## V. OTHER CONSIDERATIONS

A. Both savannas and natural grasslands on which mesquite or other low value trees have increased or invaded will be considered rangelands unless the landowners or users chooses to manage the land primarily for wood product.

B. This agreement recognizes the policies set forth in the following:

1. Memorandum of Understanding of SCS, FS, and ERS pertaining to comprehensive river basin planning, April 15, 1968.

2. USDA Interagency Agreement on Forestry, February 1978.

3. Memorandum of Understanding of BLM, FS, SCS, and ES pertaining to coordinated Resource Management and Planning, November 1980.

C. Cooperation with other agencies and organizations having responsibilities or interests in activities covered by this agreement is important.

D. Existing memorandum of understanding between conservation districts and State forestry agencies are recognized and will be used to further the purpose of this agreement.

E. Procedures for implementing this agreement may be developed locally in consultation with officials of conservation districts and State organizations.

F. Interagency reimbursement will not be required but may be made under separate agreement as appropriate.

## I. MODIFICATION

This agreement shall remain in effect until cancelled or modified by the parties in writing. It may be amended or supplemented to include agreement by other agencies or groups, as appropriate.

/s/ PETER C. MEYERS

Chief

Conservation Service

/s/ R. MAX PETERSON

Chief

Forest Service

USDA Memorandum of Understanding  
for Exchange of Technical Services  
Between  
Soil Conservation Service  
and  
Forest Service

1. PURPOSE

The purpose of this agreement is to establish procedures for an exchange of technical services between the Soil Conservation Service (SCS) and the Forest Service (FS). Either agency might provide technical assistance depending on the location, scope, and complexity of the work and the availability of the required skills. Nothing in this intradepartmental agency agreement is meant to change delegations of authority or agency policy or practice in the planning, design, construction, or maintenance of improvements. The purpose of exchange is to expedite and improve technical work of the agencies by using the expertise of the personnel of both agencies and by enhancing on-the-job training.

2. SCOPE

This agreement applied to the exchange of technical services for training, consultation, and review relating to planning, design, construction, and maintenance of dams, roads, sanitary facilities, and other related engineering or specialty work. The exchange can include but is not limited to technical assistance in landscape architecture, geology, and engineering.

3. PROCEDURE

FS regional foresters and/or area directors and SCS state conservationists are normally responsible for initiating and coordinating agency requests for assistance. If assistance involved more than one State or more than one FS region or area, the coordination is to be between the Administrator, SCS, and the Chief, FS.

Informal interagency consultation between technical specialists is currently practices and is encouraged. However, assistance that requires a significant volume of work or expense it to be requested in writing. The request it to include sufficient data for the assisting agency to determine the size and complexity of the work, the need for higher approval from other offices and needed travel or other necessary resources. If reimbursement for actual costs is required, provisions for the reimbursement are to be included in the exchange agreement.



Work performed under the exchange agreement is to follow normal agency approval procedures. Each agency is to arrange for any needed higher level review and approval.

Assistance resulting from a written request is to be documented in the form of a technical report to identify the work accomplished, report the results of studies or analyses, and make recommendations.

Work performed under exchange agreements is to be accomplished using the criteria of the assisting agency that are appropriate for the size and type of job. Generally, FS and SCS criteria and standards are compatible. If differences in criteria or normal practices become evident during the course of the work, the two agencies are to agree on their applicability before the final report is written. The final decision on the adequacy of the work and the adoption of recommendations is to be made by the requesting agency.

The requesting agency is to handle contacts and coordination with third parties such as architectural and engineering consultants, contractors, or local organizations, unless otherwise agreed.

#### 4. SUPPLEMENTATION

As needed to cover local conditions, this memorandum of understanding may be supplemented at the State level by agreement between the state conservationist and the regional forester or area director.

#### 5. DURATION

This memorandum of understanding becomes effective on the date of the last affixed signature and continues in effect until terminated in writing by either party after giving 60 days' notice to the other.

/s/

\_\_\_\_\_  
John R. McGuire, Chief  
Forest Service, USDA

/s/

\_\_\_\_\_  
R. M. Davis, Administrator Soil  
Conservation Service, USDA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 1541.16 - Watershed Protection and Flood Prevention and Omnibus Flood Control

77-SIA-003

### INTERAGENCY AGREEMENT BETWEEN THE SOIL CONSERVATION SERVICE AND THE FOREST SERVICE

I. Purpose. The purpose of this agreement is to describe procedures adopted by the Soil Conservation Service (SCS) and the Forest Service (FS) to assure effective program planning and execution and define responsibilities for program management and accountability in connection with the Watershed Protection and Flood Prevention (16 U.S.C. 1001-1009), and the 1944 Omnibus Flood Control (sec. 13, 58 Stat, 905) Acts. This agreement is not applicable to emergency assistance authorized by Section 216 of the Flood Control Act of May 17, 1950, (33 U.S.C. 701b-1).

#### II. National Level Activities

A. Program Development. The FS and SCS will jointly prepare a National Program Activity Plan. The Plan will be prepared by October 1 each year and will cover the current year, budget year, and projected year. The Plan will identify activities to be carried out by the FS National office to support activities at the State, region, and area levels, and the man-years and funding necessary to carry out those activities.

B. Program Funding. Funds for each year's work under the National Program Activity Plan will be transferred by SCS to the FS at the National Office level. In the event final appropriations to SCS are not known when the National Program Activity Plan is prepared, the Plan and estimated funding levels may be adjusted based on final appropriations.

C. Accomplishments and Financial Reporting. Directors of the SCS Watersheds Division and FS Area Planning and Development Unit will meet in February and August of each year to review and evaluate current year National level activities. Review and evaluation will include: (1) progress on accomplishments during the year, (2) charges made to program funds, and (3) other available program and financial data as may be required.

III. State, Regional, and Area Level Activities. The SCS state conservationists have responsibility for SCS program planning and management and are accountable for accomplishments in Watershed Protection and Flood Prevention, and the eleven (11) authorized flood prevention projects. Area directors and regional foresters have the responsibility to administer the forestry aspects under such general program criteria and procedures as may be established by the Soil Conservation Service.

A. Program Development.

1. Small Watershed and Flood Prevention Planning (Public Law 78-534 and Public Law 83-566). The SCS state conservationist is responsible for developing, coordinating, and maintaining a 3-year plan for small watershed and flood prevention planning activities. Copies of these plans and revisions will be provided the appropriate FS regional forester or area director by June 1 each year and currently as revised.

FS regional foresters and area directors are responsible for developing, submitting to state conservationists prior to the annual meetings, and maintaining a 3-year program and financial plan fully coordinated with the state conservationists' 3-year plans to cover FS participation in small watershed and flood prevention planning activities. Program and financial plans will identify planned accomplishments and the method used in carrying them out, i.e., state forester, consultant, or FS in-house. Plans will also provide the following financial data for each small watershed and flood prevention project: (1) funding requirements by object class of expense as prescribed by OMB Circular A-12 for the current year, budget year, and projected year, (2) amount of regional or area level program management and general administration costs which have been included in the funding requirements, and (3) actual obligations incurred during the prior year. The program and financial plan will be prepared in the format shown in exhibit 01.

The SCS state conservationist is responsible for reviewing and approving the FS 3-year program and financial plan for small watershed and flood prevention planning activities in his State.

2. Small Watershed and Flood Prevention Operations (Public Law 78-534 and Public Law 83-566). The field cost estimate for each operational project is listed on Form SCS-WS-207 (Rev. 1-77) and shows: (1) total project cost, (2) cumulative obligations, and (3) estimated direct project obligations for the current year, budget year, and projected year.

FS regional foresters and area directors are responsible for developing, submitting to state conservationists prior to the annual meetings, and maintaining a 3-year program and financial plan fully coordinated with the Form SCS-WS-207 and the small watershed work plan covering FS participation in each small watershed and flood prevention project. Program and financial plans will identify planned accomplishments and the method to be used in carrying them out, i.e., state forester, consultant, contract, or FS in-house. Plans will also provide the following financial data for each planned project: (1) funding requirements by object class or expense as prescribed by OMB Circular A-12 for the current year, budget year, and projected year, (2) amount of regional or area level program management and general administration costs included in the funding requirements, and (3) actual obligations incurred during the prior year. The program and financial plan will be prepared in the format shown in exhibit 01.

The SCS state conservationist is responsible for reviewing and approving the FS 3-year program and financial plan for projects in his State.

B. Program Funding. Program funding for the FS small watershed and flood prevention planning and operations will be included in the state conservationists' budgets for the current year, budget year, and projected year. Current year funds for FS participation in planning activities and operations in the several States, as identified in FS program and financial plans will be transferred by SCS to the FS at the National office level based on the state conservationist's written recommendation. In the event final appropriations to SCS are not known when the program and financial plans are approved, the plans and estimated funding levels may be adjusted based on final appropriations.

C. Accomplishment and Financial Reporting. The SCS state conservationist and the FS regional forester or area director or their representatives, will meet one or more times each year to review and evaluate both planning and operations activities. Review and evaluation will include: (1) progress on items agreed upon to be accomplished during the year, (2) expenditures by project for small watershed planning, small watershed operations, and flood prevention showing the amount spent inhouse by FS, state foresters, and contracted, and (3) changes that need to be made in program funding.

IV. Overall Financial Reporting. The FS will prepare and submit any financial information required by the Office of Management and Budget, the Treasury Department, and Congress. In addition, at the end of each fiscal year, the FS will prepare and submit to SCS a report of obligations charged against SCS appropriations. This report will show obligations by small watershed project within each State for small watershed planning and operations, and obligations by State for each flood prevention project.

This agreement shall become effective as of the date of approval and continue in effect until modified or terminated by either party.

\_\_\_\_\_  
Date

\_\_\_\_\_  
/s/  
Administrator, Soil Conservation Service

\_\_\_\_\_  
/s/  
Chief, Forest Service

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
/s/  
Assistant Secretary for Conservation,  
Research, and Education

1541.16 - Exhibit 01

Program and Financial Plan  
Small Watershed and Flood Prevention (Planning-Operations)\*  
\* delete inapplicable term

Current Fiscal Year 19\_\_

Region or Area

I. Small Watershed				Major Object Class	Current Year		Budget Year		Projected Year		Prior Year
Name of Project	State	Planned Accomplishment 1/			Total Costs	Overhead Costs	Total Costs	Overhead Costs	Total Costs	Overhead Costs	Total Costs
XXXXX	XX	XXXXX		11	XX	2/	XX	2/	XX	2/	3/
		XXXXX		12	XX		XX		XX		
				21	XX		XX		XX		
			State Total		XX	XX	XX	XX	XX	XX	XX
	XX	XXXXX		11	XX		XX		XX		
		XXXXX		12	XX		XX		XX		
				21	XX		XX		XX		
				25	XX		XX		XX		
				41	XX		XX		XX		
			State Total		XX	XX	XX	XX	XX	XX	XX
XXXXX	XX	XXXXX		11	XX		XX				
		XXXXX		12	XX		XX				
				21	XX		XX				
				41	XX		XX				
			State Total		XX	XX	XX	XX			XX
Total Small Watershed					XX	XX	XX	XX	XX	XX	XX

**1541.16 - Exhibit 01--Continued**

II. Flood Prevention				Major Object Class	Current Year		Budget Year		Projected Year		Prior Year
Name of Project	State	Planned Accomplishment <u>1/</u>			Total Costs	Overhead Costs	Total Costs	Overhead Costs	Total Costs	Overhead Costs	Total Costs
XXXXX	XX	XXXXX		11	XX		XX		XX		
		XXXXX		12	XX		XX		XX		
				23	<u>XX</u>	<u>      </u>	<u>XX</u>	<u>      </u>	<u>XX</u>	<u>      </u>	<u>      </u>
			State Total		XX	XX	XX	XX	XX	XX	XX
	XX	XXXXX		11	XX						
				12	XX						
				21	XX						
			State Total		XX	XX					XX
XXXXX	XX	XXXXX		11	XX		XX		XX		
		XXXXX		12	XX		XX		XX		
				21	XX		XX		XX		
				41	<u>XX</u>	<u>      </u>	<u>XX</u>	<u>      </u>	<u>XX</u>	<u>      </u>	<u>      </u>
			State Total		XX	XX	XX	XX	XX	XX	XX
					<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Total Flood Prevention					XX	XX	XX	XX	XX	XX	XX

- 1/ Include a brief description of planned accomplishments and method to be used, i.e., Forest Service In-house, State Forester, Consultant, or Contract.
- 2/ Show amount of overhead costs which have been included in the "total costs" column.
- 3/ Do not break down prior year actual costs by object class.

## **1541.17 - Coordination of Range Programs on Nonfederal Forest Lands and Inventory of Forests and Rangelands**

76-SIA-002

### **I. INTRODUCTION**

The Forest Service (FS) and Soil Conservation Service (SCS) each have longstanding statutory and delegated authorities relative to range programs for nonfederal forest lands and for inventory activities on forests and rangelands. It is essential that each agency's role and responsibilities in these activities be defined and understood to avoid duplication of effort and make maximum effective use of manpower and monetary resources.

### **II. PURPOSE**

This agreement is intended to promote harmonious working relations between the two agencies at all levels and to clarify (1) range technical assistance responsibilities for nonfederal forester range (grazable woodland),<sup>1</sup> and (2) inventory responsibilities on nonfederal forests and rangelands.

### **III. POLICY**

Inventory responsibilities of each agency are separate from responsibilities for technical assistance to landowners and users.

SCS and FS will cooperate fully within the scope of each agency's authorities in carrying out programs of technical assistance to owners and users of nonfederal forested range.

FS and SCS will coordinate resources inventories to avoid overlap or duplication of data collection activities. They will cooperate in identification of data needs and will use data developed by each other and by other agencies or groups as may be applicable to the programs they administer.

### **IV. RESPONSIBILITIES**

#### **A. Technical Assistance**

1. SCS will provide range technical assistance on request to landowners and users of nonfederal forested range. Such assistance will normally be provided through conservation

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<sup>1</sup> For purposes of this agreement, the terms "forested range" and "grazable woodland" are deemed to be synonymous and are defined as, "forest land with a plant understory usable by grazing and browsing animals in harmony with wood production and other forest values."

districts as a part of SCS responsibility for conservation planning including assisting landowners and users with land use decisions.

2. FS will work indirectly with landowners and users of nonfederal forested range through appropriate State and Federal agencies, consultants, and others in its cooperative forestry programs.

3. SCS will cooperate with State forestry organizations to assure that all land use alternatives are presented and that forest management is fully integrated into conservation plans developed with landowners and users.

4. FS will work with State forestry organizations to enhance their knowledge of forested range, forage potential, and grazing opportunities so that they can reflect these values in advising forest landowners with regard to multipurpose resource management.

5. FS will encourage appropriate State agencies to work closely with SCS and conservation districts to help landowners make full use of existing SCS technical assistance on forested range.

#### B. Inventories

1. FS and SCS will work together on inventory programs for nonfederal forests and rangelands to identify data needs, avoid duplication of effort, and assure that data collected by each agency are mutually usable.

2. SCS will be responsible for forage resources inventory on nonfederal lands.

3. FS will be responsible for timber resource inventory on all lands.

4. Land Inventory and Monitoring (SCS) and Resources Evaluation (FS) personnel will meet regularly to assure coverage, avoid duplication, develop common methodology and standards, and broaden opportunities for sharing of information.

#### V. OTHER CONSIDERATION

A. Both savannas and natural grasslands invaded by mesquite or other low value trees will be considered rangelands unless the landowner or user chooses to manage the land primarily for wood products. Landowner's land use intentions will determine the kind of technical assistance and the agency of agencies responsible for delivery.

B. This agreement recognizes the policies set forth in the following:

1. Memorandum of understanding of SCS, FS, and ERS pertaining to comprehensive river basin planning, April 15, 1968.

2. Tripartite memorandum of ES, SCS, and FS pertaining to forestry, February 11, 1974.



3. Joint memorandum of understanding of BLM, FS, and SCS pertaining to coordinated resource planning, January 1975.

C. Cooperation with other agencies and organizations having responsibilities or interests in activities covered by this agreement is important.

D. Existing memoranda of understanding between conservation districts and State forestry agencies are recognized and will be used to further the purpose of this agreement.

E. Procedures for implementing this agreement may be developed locally in consultation with officials of conservation districts and State organizations.

F. Interagency reimbursement will not be required but may be made under separate agreement as appropriate.

## VI. MODIFICATION

This agreement shall remain in effect until cancelled or modified by the parties in writing. It may be amended or supplemented to include agreement by other agencies or groups, as appropriate.

### APPROVED:

/s/

\_\_\_\_\_  
Administrator  
Soil Conservation Service

\_\_\_\_\_  
Date

/s/

\_\_\_\_\_  
Chief  
Forest Service

\_\_\_\_\_  
Date

### CONCURRED:

/s/

\_\_\_\_\_  
President  
National Association off Conservation  
Districts

\_\_\_\_\_  
Date

/s/

\_\_\_\_\_  
President  
National Association of State Foresters

\_\_\_\_\_  
Date

## 1542 - Science and Education Agencies

### 1542.1 - Agricultural Research Service

#### 1542.11 - Coordination of Research Programs

68-SIA-002

#### AGRICULTURAL RESEARCH SERVICE AND FOREST SERVICE RESPONSIBILITIES FOR RESEARCH ON ENVIRONMENTAL IMPROVEMENT AND RELATED AREAS

Current public activities and national interest have focused attention on research needs in the culture, protection and genetic improvement of trees and shrubs used for improvement of the environment, both rural and urban. As USDA programs prepare to respond to these needs, a clearer delineation of responsibilities between the Agricultural Research Service and the Forest Service is desirable in order to insure that there will be neither unnecessary duplication of effort nor improvement gaps in agency missions.

This committee <sup>\*</sup> was asked by Dr. Irving and Dr. Jemison to examine areas of possible overlap, confusion or disagreement, and to develop a statement clearly defining agency research responsibilities in these problem areas. The statement was to represent points on which all committee members have agreed or ones, which they are willing to accept. If significant areas of disagreement remain unresolved, they were to be described in a separate document.

The following points have been accepted by all members of the committee:

1. The responsibility for research on ornamental trees <sup>\*\*</sup> and shrubs, turf, nut trees and fruit trees rests with ARS.

2. The responsibility for research on the culture and genetic improvement of lawn and street trees rests with ARS.

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<sup>\*</sup> H.Rex Rex Thomas, Director, Crops Research, ARS  
Clarence Hoffman, Associate Director, Entomology Research, ARS  
Carl Ostrom, Director, Timber Management Research, FS  
T. F. McLintock, Director, Forest Production Research, FS, Chairman

<sup>\*\*</sup> "Ornamental trees" are defined as species normally planted as specimen or individual trees primarily for their flowers, shapeliness or other aesthetic value. They do not include native forest tree species except for such trees as dogwood, holly and redbud which have unique attributes for ornamental or landscape plantings around buildings and long city streets.

3. The general principles established in "First Report of the Windbreak Research Committee, to the Agriculture Research Council, May 1964" are accepted as still valid. All responsibility for research on "farmstead" windbreaks rests with ARS. Responsibility for research on "field" windbreaks rests with FS, except that ARS has responsibility for crop, soil and water responses. It was recognized and agreed that more active cooperative between ARS and FS programs and scientists is needed.

4. FS responsibilities extend beyond consideration of timber, and involve all aspects of forest, woodland and wildland resources: soil and water, range forage, wildlife browse, non-timber crops such as Christmas trees, recreation values, scenic beauty and other uses as benefits.

5. FS has interest in and authority for research on establishment, management, protection and environmental effects of plantings or natural stands of native and introduced forest tree species growing in what may be described as non-forest conditions, such as city parks, along highways, in greenbelt areas, around airports, in recreation areas, and in so-called "urban forest" tracts.

6. Research on insects and diseases of forest tree species will be the responsibility of FS. However, if an insect or disease is peculiar to the lawn and city street environment, or is of no recognized significance in forest or woodland, and is not already under study by FS, then ARS may undertake research on it.

7. If insects or diseases primarily affecting lawn and street trees are under study by ARS and subsequently become important problems in the forest, in plantations or in forest tree nurseries, they may also be studied by FS. However, such research will be closely coordinated with, and will complement rather than duplicate, efforts by ARS.

8. The committee fully recognizes the need to avoid unnecessary duplication of research. However, we also recognize that on certain problems it may occasionally be necessary for both agencies to work on the same diseases, insects or tree species because of the differences in the problem occurring under different environments. The important concept, which we wish to emphasize, is that there should be close coordination and joint planning between ARS and FS whenever such situations occur. This is also true of the so-called gray areas, which may exist where it is difficult to draw a clean, sharp line and place agency responsibilities on one side of the line or the other.

9. In addition to the coordination in planning, ARS and FS are fully in accord with the policy and principle that their respective scientists who are studying different aspects of similar problems, or similar aspects of related problems, will make a special effort to keep each other informed about their work, to share ideas and new knowledge, and insofar as possible to design their studies so that they will complement each other and thus increase the effectiveness of both efforts.

March 19, 1968  
H. Rex Thomas  
Clarence Hoffman  
T. F. McLintock

CONCURRED IN:

/s/  
\_\_\_\_\_  
Acting Chief, Forest Service

\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Acting Administrator  
Agricultural Research Service

\_\_\_\_\_  
Date

**1542.2 - Cooperative State Research Service [Reserved]**

**1542.3 - Extension Service [Reserved]**

**1542.4 - National Agricultural Library [Reserved]**

**1542.5 - Science and Education Management Staff [Reserved]**

**1543 - Marketing and Inspection Services Agencies**

**1543.1 - Animal and Plant Health Inspection Service**

**1543.11 - Management of Gypsy Moth in Cooperation with State Governments**

78-SIA-002

MEMORANDUM OF UNDERSTANDING  
Between  
THE UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
And  
THE UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
For  
MANAGEMENT OF GYPSY MOTH  
IN COOPERATION WITH STATE GOVERNMENT

Current public concern over gypsy moth infestations in the Northeastern United States is focusing attention on the present program of evaluating, managing, and regulating spread of the pest. Cooperating State government agencies, the Forest Service, and the Animal and Plant Health Inspection Service are the principal administrative units involved in the program, providing funds and expertise to conduct necessary activities.

This agreement is between two USDA agencies that are now involved in the Federal-State cooperative gypsy moth management program. Research and information and education activities by the Federal Research, Science and Education Administration, and Forest Service are not discussed in this Memorandum of Understanding.

It is intended that this Memorandum of Understanding provide direction for the management of the Department's program.

Authority for APHIS' participation in cooperative Federal-State gypsy moth pest management activities derives from the Plant Quarantine Act of 1912,<sup>1</sup> the Organic Act (1944),<sup>2</sup> and the Federal Plant Pest Act of 1957,<sup>3</sup> these Acts were subsequently amended to expand their authorities and were supplemented by the enactment of other pertinent legislation as the need arose.

Authority of Forest Service participation in cooperative Federal-State gypsy moth management activities derives from the Cooperative Forestry Assistance Act of 1978, PL 95-313. In recognition of the authorities vested in the Animal and Plant Health Inspection Service and the Forest Service, it is essential that the two Agencies agree on the basic principles necessary and desirable to achieve the fullest cooperation in the performance of accepted responsibilities.

Therefore, in the interest of cooperative State relations and intradepartmental coordination, it is mutually agreed:

1. That the two Agencies and field representatives thereof will, under the legal and other limitations respectively governing each, cooperate fully and freely in the exchange of information relating to the planning, development, coordination, and conduct of field operations concerning gypsy moth management; and that a similar exchange of information concerning methods improvement activities will be coordinated to avoid duplication of effort and otherwise improve efficiency.

2. That guiding principles of cooperation shall include those established by existing legislation, including the Federal Insecticide, Fungicide, and Rodenticide Act as amended and the National Environmental Policy Act.

3. That, for carrying out USDA Forest Pest Management activities on gypsy moth, APHIS has responsibility to:

a. Conduct management programs to prevent, retard, delay, or minimize natural and artificial spread of the insect from generally infested to the noninfested areas. Conduct programs for the eradication of all isolated infestations.

b. Maintain survey and evaluation operations concerned with long-distance spread of the insect from the regulated area. Conduct surveys in areas outside of the

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<sup>1</sup> Title 7 U.S.C. 161-165, 167; as amended; regulates importation and interstate movement of potential pest-carrying material.

<sup>2</sup> Title 7 U.S.C. 147a; as amended; authorizes Federal Government to cooperate with States or political subdivision thereof, farmer association and similar organizations, and individuals, to carry out operations or measures to detect, eradicate, suppress, control or to prevent or retard the spread of plant pests.

<sup>3</sup> Title 7 U.S.C. 150aa-jj; as amended; authorizes Federal Government to issue regulations to prevent dissemination into the United States, or interstate, of plant pests in any situation not covered under the Plant Quarantine Act.

quarantine zone not known to be infested and to support regulatory operations at suspected high risk sites in the generally infested areas.

c. Conduct methods improvement, undertake investigations, and implement new technology required to support a. and b. above.

4. That, for carrying out USDA Forest Pest Management activities on gypsy moth, Forest Service has responsibility for:

a. Conducting suppression projects on National Forest and other Federal, State, and private lands within the generally infested area where trees are threatened with immediate damage. A Federal role must be established, and the projects must be biologically sound, economically effective, and environmentally acceptable.

b. Conducting pest management activities directly on Federal lands and through cooperative agreements on State and private lands to stabilize gypsy moth populations at subdamaging levels in the generally infested States. Where feasible, this activity should complement the high-risk, low-risk concept for regulatory activity conducted by APHIS.

c. Undertaking methods improvement, implementing new technology, and conducting investigations required to support a. and b. above.

5. This Memorandum of Understanding shall become effective upon date of final signature and shall continue indefinitely, but may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted to the other party; for consideration not less than 30 days in advance of the effective date desired.

/s/  
\_\_\_\_\_  
JOHN R. MCGUIRE  
Chief, Forest Service

/s/  
\_\_\_\_\_  
Administrator  
Animal and Plant Health  
Inspection Service

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**1543.12 - Management of Grasshoppers and Mormon Crickets on National Forest System Lands**

02-IA-11132020-106

MEMORANDUM OF UNDERSTANDING  
between  
THE UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
and  
THE UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
for  
SUPPRESSION OF GRASSHOPPERS AND MORMON CRICKETS  
ON NATIONAL FOREST SYSTEM LANDS

Cultivated crops and range plants in most Western States are periodically damaged by grasshoppers and Mormon crickets (GH&MC). Destructive GH&MC outbreaks occur on rangelands of all ownerships including National Forest System (NFS) lands administered by the United States Department of Agriculture (USDA), Forest Service (FS). Some outbreaks are of local concern only, which others may serve as focal points from which pests spread to adjacent privately owned grazing or cropland. The Plant Protection Act (PPA) of 2000 in Section 417 (7 U.S.C. 7717) authorizes the Secretary of Agriculture to control GH&MC on rangelands. Administration of the entire PPA is delegated to the USDA, Animal and Plant Health Inspection Service (APHIS) at 7 CFR 2.80(a)(51).

The FS is responsible for the protection and management of NFS lands. Forage, timber, wildlife, recreation, wilderness, minerals, and water resources are produced from these lands under the multiple-use concept. GH&MC outbreaks may threaten FS resources. Any proposed response, including suppression action, must be evaluated to determine the expected impact on FS resources and those of adjacent landowners. The FS supports cooperative and coordinated efforts for an integrated pest management approach for dealing with damaging GH&MC outbreaks. An APHIS role exists in the detection, evaluation, and suppression components of GH&MC management on NFS lands and is the subject of this Memorandum of Understanding.

The following procedures clarify the responsibilities of each agency.

A. Subject to available funding, personnel resources, and program policy APHIS agrees:

1. Provide to the FS the name of local APHIS personnel knowledgeable of GH&MC programs.

2. To provide the FS with maps of potential GH&MC problems. The maps based on spring and fall field surveys of GH&MC populations.

3. Complete the Rangeland Grasshopper and Mormon Cricket Suppression Program Final Environmental Impact Statement for the APHIS GH&MC program in accordance with the National Environmental Policy Act (NEPA), and the CEQ regulations (40 CFR 1500-1508) and sign the Record of Decision.

4. Prepare and issue to the public site-specific environmental documents that comply with the National Environmental Policy Act to suppress economically damaging GH&MC populations. For most situations this will include a site-specific Environmental Assessment (EA) and a Finding of No Significant Impact (FONSI). These documents will be prepared under the APHIS NEPA implementing regulations with cooperation and input from FS.

5. Develop statements of work and identify available commercial sources for full-service contracts to provide, store, and aerially apply pesticides for the suppression of economically damaging GH&MC populations.

6. When requested by the FS, provide an estimate of the area (acreage that may require treatment), cost estimates, a recommendation as to whether a suppression program is advisable, and APHIS capabilities based on available funding and resources.

7. Prepare a work plan for, and implement a GH&MC suppression project on FS lands, upon receipt of a written request from the FS for efficacious and cost effective treatments. Such projects will adhere to mitigation measures and operational procedures described by APHIS and FS in the EA and FONSI. Protective measures for Threatened and Endangered Species as required by the U.S. Fish and Wildlife Service and National Marine Fisheries Service, Land and Resource Management Plans, and other relevant decisions will also be implemented.

8. As circumstances warrant, coordinate GH&MC Program activities and meet with stakeholders including representatives of the FS, other agencies, State Departments of Agriculture, and private landowners who have an interest in GH&MC Program activities.

9. Prepare a post-treatment report including acres treated, location, pesticide and amount used, treatment effectiveness, and pertinent comments regarding project operations, problems that arose, and the need for follow-up action.

10. In the event that an exchange of funds is anticipated, an Interagency Agreement (APHIS Form 672) would then be developed, referencing this MOU. This 1-year Interagency Agreement would detail the exchange of funds for the specified period of time.

B. The FS Agrees:

1. That Regional Foresters will send survey maps and GH&MC population data received from APHIS to appropriate Forest Supervisors and provide APHIS State Plant Health Director with current FS personnel names for follow-up contacts.

2. That the Forest Supervisors or their representatives will assist in evaluating and selecting GH&MC suppression techniques that will meet the management needs of both Agencies. Although APHIS has lead responsibility to complete a national programmatic environmental impact statement (EIS) for the GH&MC program and for selecting the technology to be used in the program, the FS will serve as a cooperating agency and provides required resource information and participate in the review process of the programmatic EIS.

3. If requested by APHIS in a timely fashion and if the skills are available, FS will provide expertise to APHIS interdisciplinary teams to complete, site-specific environmental analyses for projects that propose to control GH&MC infestations on NFS lands. The role of the FS will be as a cooperating agency in the conduct of environmental analyses. The FS will approve a pesticide use proposal for APHIS to treat GH&MC infestations under these circumstances. APHIS can implement treatments once APHIS approves the NEPA decision document and the FS approves the pesticide use proposal.

4. That Forest Supervisors will forward both biological opinions received from APHIS and APHIS prepared site-specific environmental documents, if needed, to all affected District Rangers.

5. To fully consider APHIS responsibilities and integrated pest management needs on intermingled and adjacent lands when reviewing GH&MC management programs on NFS lands.

6. That the responsible FS official will request, in writing, the inclusion of the appropriate lands in the APHIS GH&MC suppression project when treatment for GH&MC is necessary on NFS lands. This request will be made in advance of any treatment to provide time for APHIS to plan and implement treatment. Requests should include information on the location and nature of any sensitive areas within the treatment area and recommendations to APHIS concerning the requirements of the Endangered Species Act of 1973, as amended.

7. To assist APHIS with GH&MC suppression operations, when feasible, by providing personnel if available, transportation, and temporary storage of equipment and supplies; approving use of airstrips; supplying land ownership maps; and providing information about location of outbreaks and access routes. Such use of FS personnel will be held at the minimum necessary to accomplish the GH&MC suppression project(s).

8. Notify the APHIS State Plant Health Director when any new or potentially threatening infestation is discovered, and request follow-up evaluations and pest management recommendations.

C. It Is Mutually Agreed:

1. That GH&MC suppression project(s) initiated under this Memorandum of Understanding will conform to APHIS and FS policies and will be approved by appropriate FS and APHIS line officers.

2. That all questions pertaining to the cooperative work of the two Agencies arising in the field will be discussed by the local representatives of APHIS and the FS, and that areas of disagreement will be referred to the Regional Forester and to the appropriate APHIS Regional Director for resolution.

3. That either party may furnish needed equipment, which is otherwise unavailable and will retain its ownership.

4. That this Memorandum of Understanding is intended to define the general terms under which concerned parties will cooperate and does not constitute a financial obligation.

5. That the responsibilities assumed by cooperating parties are contingent upon availability of funds appropriated for this purpose.

6. That no member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

7. That this Memorandum of Understanding shall supersede the Memorandum of Understanding dated July 16, 1987, between the FS and the APHIS.

8. This Memorandum of Understanding shall become effective upon date of final signature and shall continue for up to five years from signature date, but may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted in writing to the other party for consideration not less than 30 days in advance of the desired effective date.

United States Department of Agriculture,  
Forest Service

United States Department of Agriculture,  
Animal and Plant Health Inspection Service

/s/ Dale N. Bosworth

DALE N. BOSWORTH  
Chief

/s/ Bobby R. Acord

BOBBY R. ACORD  
Administrator

Date: May 30, 2002

Date: May 29, 2002

## 1543.13 - Animal Damage Management

FS Agreement No. 04-MU-11132422-061

MEMORANDUM OF UNDERSTANDING  
between  
USDA FOREST SERVICE  
and the  
USDA ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
  
For  
WILDLIFE DAMAGE MANAGEMENT ACTIVITIES ON  
NATIONAL FOREST SYSTEM LANDS

This **MEMORANDUM OF UNDERSTANDING** (MOU) is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service (FS), and the Animal and Plant Health Inspection Service-Wildlife Services, hereinafter referred to as the APHIS-WS (collectively the “Parties”).

### A. PURPOSE:

The APHIS-WS and the Forest Service are agencies of the United States Department of Agriculture (USDA) concerned with wildlife damage management (WDM) and research on National Forest System (NFS) lands.

The purposes of this Memorandum of Understanding are: (1) To identify responsibilities of the Parties and foster a partnership in discharging the Federal obligation under the Animal Damage Control Act of March 2, 1931 (ADCA) (46 Stat. 1468; 7 U.S.C. 426-426b), as amended, for the management of wild vertebrates causing damage on NFS lands; (2) to establish general guidelines to assist field personnel in carrying out their WDM responsibilities consistent with policies of the Forest Service and APHIS-WS; and (3) to strengthen the cooperative approach to WDM on NFS lands through exchange of information and mutual program support.

For the purposes of this MOU, WDM refers to actions initiated by APHIS-WS to manage wild vertebrates causing damage on NFS lands, to minimize livestock losses due to predation by coyotes, mountain lions and other predators, to manage wildlife diseases, and to protect other wildlife from predation as requested by the Forest Service and/or State wildlife management agencies. Under the Multiple Use Sustained-Yield Act of 1960 (16 U.S.C. 528-532) and other authorities, the Forest Service conducts activities to control wildlife damage to NFS resources caused by small mammals and other animals, such as damage to timber stands by beavers. Occasionally, WDM actions may be taken on NFS lands to protect resources on adjacent non-federal lands.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

It is mutually recognized that the management of wildlife damage on NFS lands, including the management of wildlife diseases, is important and may involve the control of individual animals, or local populations, or application of various wildlife disease control strategies to achieve land and resource management objectives. Further, it is mutually recognized that the tools and procedures available for managing wildlife damage must be used in a professional manner according to a plan developed in compliance with the National Environmental Policy Act (NEPA), National Forest Management Act (NFMA), and ADCA.

The Parties have a responsibility for limiting damage caused by wildlife, consistent with other multiple-use values. They also agree that APHIS-WS is designated as the lead agency concerning WDM and wildlife disease activities, and that in evaluating the need for, and in conducting WDM programs, multiple-use values must be considered.

TO IMPLEMENT THE FOREGOING, the Parties agree as follows where NFS lands are involved:

**C. THE FOREST SERVICE AGREES TO:**

1. Allow for WDM activities including the management of wildlife and wildlife diseases to protect human health and safety, wildlife, permitted livestock, and protection of adjacent non-federal land and forest resources and related activities.

2. Cooperate with APHIS-WS in the development and timely review of annual WDM plans governing APHIS-WS activities, including pesticide-use proposals.

3. Participate in APHIS-WS NEPA processes.

4. Invite APHIS-WS participation in all applicable Forest Service training at the national, regional, and forest levels, especially NEPA and Wilderness training.

5. Involve APHIS-WS in the amendment/revision of forest plans which may have an impact on WDM activities.

**D. THE ANIMAL AND PLANT HEALTH INSPECTION SERVICE-WILDLIFE SERVICES AGREES TO:**

1. Evaluate WDM needs in cooperation with the Forest Service, State agencies, grazing permittees, adjacent landowners and other appropriate resource owners or managers.

2. Develop and annually update WDM work plans in cooperation with the Forest Service and appropriate State and Federal agencies, permittees, and others. With the Forest Service, identify human health and safety zones and other areas where mitigation or restriction of WDM activities may be needed to comply with forest plans.

3. Be responsible for NEPA compliance for WDM activities initiated by APHIS-WS on NFS lands and to coordinate with the FS and appropriate State agencies in completing the NEPA process for such activities.

4. Notify the Forest Service about WDM requests prior to the execution of WDM activities.

5. Inform the Forest Service about the results of WDM activities initiated by APHIS-WS in a timely manner. Additionally, provide the Forest Service with an annual report, by State, summarizing the results of all WDM on NFS lands. The annual report shall list the names and amounts of pesticides used.

6. Provide the Forest Service with technical information on WDM tools and techniques.

7. When requested, conduct WDM training sessions for Forest Service personnel.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The FS is responsible for managing land and resources under its jurisdiction, including conducting certain routine WDM operations to protect NFS lands and resources, and for assuring NEPA compliance for WDM activities requested or initiated by the FS.

2. APHIS-WS is the agency with the authority and expertise under the ADCA and The Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 to provide WDM services. This includes maintaining technical expertise in the science of WDM, control tools and techniques, conducting WDM research, conducting management programs, and complying with NEPA requirements for WDM.

3. All WDM programs on NFS lands will be coordinated with appropriate State and Federal agencies prior to implementation of these programs.

4. WDM on NFS lands will be carried out in conformance with the Endangered Species Act, Wilderness Act and other applicable laws and regulations, USDA policy on fish and wildlife (Departmental Regulation 9500-4), FS policies including pesticide use, and applicable forest land and resource management plans.

5. Parties will comply with all applicable Federal, State, and local laws and regulations in the use and application of pesticides.

6. State WDM agreements will be developed, as needed, with the appropriate State and Federal agencies.

7. Ensure interagency coordination in analyzing effects of WDM activities by APHIS-WS on NFS lands and resources before NEPA decisions are signed.

8. The WDM Programs will be evaluated on an annual basis, with emphasis on their effectiveness in reducing damage or the threat of damage by wildlife and meeting the objectives stated in this MOU and APHIS-WS relevant NEPA documents.

9. The APHIS-WS Deputy Administrator and the FS Deputy Chief for National Forest System (or their designees) will meet annually to discuss coordination of WDM operations nationwide. APHIS-WS Regional Directors and FS Regional Foresters (or their designees) will meet annually, or as needed, to discuss coordination of WDM operations in their respective States or regions.

10. Problems regarding implementation of this agreement that arise and cannot be resolved at the field level will be reviewed and resolved by elevating to the next higher organizational level for prompt action. In the event of any issue of controversy under the Agreement, the Parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact-finding.

11. The Parties will cooperate on WDM research of mutual interest.

12. This MOU shall supersede all existing Federal MOUs, supplements, and amendments thereto relating to the conduct of WDM programs with the Parties, with the understanding that all cooperative wildlife damage management programs now in progress shall be incorporated and continued under this MOU if agreeable to both agencies.

13. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Parties under this instrument is subject to and may be releasable under the Freedom of Information Act (5 U.S.C. 552), unless specifically prohibited by a federal court order.

14. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

15. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service Deputy Chief and the APHIS-WS Deputy Administrator, 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 party and the subsequent written concurrence of the other. Either party may terminate this MOU with a 60-day written notice to the other.

16. RESPONSIBILITIES OF PARTIES. Parties will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.



17. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Director	Deputy Administrator
USDA Forest Service, Watershed, Fish, Wildlife, Air, and Rare Plants	USDA Animal & Plant Health Inspection Service, Wildlife Services
1400 Independence Ave., SW	Mail Stop 3402 Washington, DC 20250-3402
Stop Code 1121 Washington, DC 20250-1121	
Phone: (202) 205-1167	Phone: (202) 720-2054
FAX: (202) 205-1599	FAX: (202) 690-0053
E-Mail: <a href="mailto:jgladen@fs.fed.us">jgladen@fs.fed.us</a>	E-Mail: <a href="mailto:bill.clay@aphis.usda.gov">bill.clay@aphis.usda.gov</a>

Forest Service Administrative Contact	Cooperator Administrative Contact
Felicia Lockhart	Joanne Garrett
USDA Forest Service, Watershed, Fish, Wildlife, Air, and Rare Plants	USDA Animal & Plant Health Inspection Service, Wildlife Services
1400 Independence Ave., SW	4700 River Rd.
Stop Code 1121 Washington, DC 20250-1121	Unit 87, Room 2D26 Riverdale, MD 20737-1234
Phone: (202) 205-1197	Phone: (301) 734-7921
FAX: (202) 205-1599	FAX: (301) 734-5157
E-Mail: <a href="mailto:flockhart@fs.fed.us">flockhart@fs.fed.us</a>	E-Mail: <a href="mailto:joanne.pgarrett@aphis.usda.gov">joanne.pgarrett@aphis.usda.gov</a>

18. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall require the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property from one party to the other 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.

19. ESTABLISHMENT OF RESPONSIBILITY. 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.

THE PARTIES HERETO have executed this instrument

USDA ANIMAL AND PLANT  
HEALTH INSPECTION SERVICE -  
WILDLIFE SERVICES

USDA FOREST SERVICE

William H. Clay  
Deputy Administrator

Gloria Manning (for)  
Deputy Chief, National Forest System

June 4, 2004  
Date

May 28, 2004  
Date

**1543.2 - Agricultural Marketing Service [Reserved]**

**1543.3 - Agricultural Cooperative Service [Reserved]**

**1543.4 - Federal Grain Inspection Services [Reserved]**

**1543.5 - Food Safety and Inspection Service [Reserved]**

**1543.6 - Office of Transportation [Reserved]**

**1543.7 - Packers and Stockyards Administration [Reserved]**

**1544 - Food and Consumer Services Agencies [Reserved]**

**1544.1 - Food and Nutrition Service [Reserved]**

**1544.2 - Human Nutrition Information Service [Reserved]**

**1544.3 - Office of the Consumer Advisor [Reserved]**

**1545 - Economics Agencies**

**1545.1 - Economic Research Services**

See FSM 1540.72.

**1545.2 - Statistical Reporting Service [Reserved]**

**1545.3 - World Agricultural Outlook Board [Reserved]**

**1545.4 - Office of Energy [Reserved]**

**1545.5 - Economic Management Staff [Reserved]**

**1545.6 - Economic Analysis Staff [Reserved]**

## **1546 - International Affairs and Commodity Programs Agencies**

### **1546.1 - Agricultural Stabilization and Conservation Service**

(See also FSM 1540.71.)

#### **1546.11 - Rural Clean Water Act**

80-SIA-010

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
AGRICULTURAL STABILIZATION & CONSERVATION SERVICE (ASCS)  
AND THE  
FOREST SERVICE (FS)  
1980

The Agriculture and Related Agencies Appropriation Act assigned administrative responsibility for the Rural Clean Water Program (RCWP) to ASCS, and provided funds for technical assistance needed in the administration of the program. ASCS has determined that such technical assistance is required from FS. It is agreed that ASCS will reimburse FS for technical services relating to program development, monitoring and evaluation activities performed under the RCWP.

The terms and conditions of funding transfers are as follows:

1. ASCS agrees to transfer RCWP funds annually to FS based on the nationally negotiated technical assistance costs for each project. A supplemental agreement will be negotiated prior to October 1 each year. The annual amount cannot be exceeded without renegotiation of the supplemental agreement.
2. The transfer of funds will be accomplished by apportionment of funds at the national level. FS will prepare an Apportionment and Reapportionment Schedule (SF-132) each fiscal year and submit to ASCS for preparation of a consolidated SF-132 prior to submission to the Department and OMB.
3. FS will account for the use of technical assistance funds by submission of monthly reports (SF-133, Report on Budget Execution) to ASCS concerning the obligation and expenditure of funds, due by the 15th calendar day after the end of each month. A supporting Status of Funds Report, showing detail by project by State (as shown in Exhibit 01) will be provided by FS in support of the SF-133.
4. An annual progress report will be provided to ASCS prior to Nov. 15th each year.

5. ASCS will reduce the following year's apportionment by the amount of unobligated funds remaining in the RCWP account as of September 30 each year. Upon completion of all technical assistance work for a project, ASCS will request, and FS will return, all unobligated funds to ASCS.

6. FS will submit annual budget schedules, including the object classification breakdown of technical assistance funds, to ASCS for inclusion in the RCWP budget.

This Memorandum of Understanding shall remain in effect throughout the life of the RWCP. However, at the request of either agency, it may be reviewed and changed to their mutual satisfaction.

/s/ Ray Fitzgerald  
Administrator, ASCS

July 25, 1980  
Date

/s/ Jerome Miles  
For Chief, Forest Service

August 21, 1980  
Date

## **1546.12 - Conservation Reserve Program (CRP)**

Memorandum of Understanding  
among the  
Commodity Credit Corporation, USDA  
the  
Agricultural Stabilization and Conservation Service, USDA  
the  
Forest Service, USDA  
and the  
Extension Service, USDA

### Section 1 - Introduction

#### 1.1 Purpose

This memorandum of understanding by and among the Commodity Credit Corporation (CCC), the Agricultural Stabilization and Conservation Service (ASCS), the Soil Conservation Service (SCS), the Forest Service (FS), and the Extension Service (ES) establishes a cooperative working relationship among the agencies involved in carrying out the Conservation Reserve Program (CRP).

#### 1.2 Authority

The Secretary of Agriculture is authorized by P.L. 99-198 to carry out a Conservation Reserve Program and to use the authorities and resources of the Commodity Credit Corporation to the extent specified in the legislation.

#### 1.3 Background

The CRP is intended to remove from production highly erosive cropland that would have an excessive average annual erosion rate if used to produce an agricultural commodity. Excessive soil erosion from cropland and impaired uses of water as a result of deteriorating water quality are both critical concerns being addressed by the CRP. Although protection this Nation's valuable natural resource base by reducing soil erosion and improving water quality is a critical concern, a successful program would curb production of surplus commodities and thus help increase commodity prices received by farmers.

### Section 2 - Responsibilities

#### 2.1 ASCS/CCC

1. ASCS will administer the CRP through the Commodity Credit Corporation and the local county and State communities established under Section 8(b) of the Soil Conservation and Domestic Allotment Act.

2. ASCS will prepare overall program regulations, policies, and procedures and coordinate these with ES, FS, SCS, and other agencies as appropriate.

3. ASCS will approve contracts with program applicants and CCC makes cost-share assistance and annual rental payments to program participants.

4. ASCS will establish guidelines for minimum practice standards and specifications as recommended by the State Conservation Review Group and concurred in by the State Extension Agronomist, the State Conservationist and the State Forester.

5. ASCS will assign technical responsibility for developing a conservation plan, determining on-site cropland eligibility and certifying practice completion to SCS.

6. ASCS will assign technical responsibility for developing tree planting plans and certification of practice completion to FS.

## 2.2 SCS/CCC

1. SCS will determine land eligibility and erosion rates.

2. SCS will develop conservation plans on designated eligible acres to be established to cover.

3. SCS will certify practice completion according to standards and specifications and provide technical follow-up for necessary maintenance items included in the conservation plan and CRP contract.

4. SCS will be responsible for preparing the Environmental Assessment, and Environmental Impact Statement if necessary.

5. SCS will concur with FS and ES on recommended minimum practice standards and specifications for cover practices.

6. SCS will provide standards and specifications for additional erosion control practices necessary to establish the CRP cover.

7. CCC will pay SCS on a reimbursable basis, based on acreage entered into the CRP, for extraordinary Federal services performed in carrying out technical assistance related to the Conservation Reserve Program.

8. CCC and SCS will enter annually into a National level Reimbursable Agreement (AD-672) based on this Memorandum of Understanding and any amendments hereto. As SCS

schedule showing cost estimates shall accompany and support the total annual estimate shown on the AD-672.

9. CCC agrees to reimburse SCS at the National level. A CCC advance may be requested prior to billing, where justified.

10. SCS will submit a SF-1081 billing to CCC through the Director, Budget Division, ASCS. CCC will pay SCS based on the SF-1081 billing, and accompanying documents supporting amounts billed.

### 2.3 FS/CCC

1. FS will develop tree planting plans on designated eligible acres to be planted to trees.

2. FS will certify practice completion according to standards and specifications and provide technical follow up for necessary maintenance items included in the plan for tree planting practices.

3. FS will assist SCS in preparing the Environmental Assessment, and Environmental Impact Statement if necessary.

4. FS will concur with SCS and ES on recommended minimum practice standards and specifications recommended by the State Conservation Review Group.

5. CCC will pay FS on a reimbursable basis, based on acreage entered into the CRP, for State Forestry and Federal Extraordinary services performed in carrying out technical assistance related to the Conservation Reserve Program.

6. CCC and FS will enter annually into a National level Reimbursable Agreement (AD-672) based on this Memorandum of Understanding and any amendments hereto. A FS schedule showing cost estimates shall accompany and support the total annual estimate shown on the AD-672.

7. CCC agrees to reimburse FS at the National level. A CCC advance may be requested prior to billing, where justified.

8. FS will submit a SF-1081 billing to CCC through the Director, Budget Division, ASCS. CCC will pay FS based on the SF-1081 billing, and accompanying documents supporting amounts billed.

### 2.4 ES/CCC

1. ES will develop and carry out an information and educational program on the Conservation Reserve Program for landowners and operators in cooperation with ASCS, FS, and SCS.



2. ES will concur with FS and SCS on recommended minimum practice standards and specifications recommended by the State Conservation Review Group.

3. ES will provide technical assistance to the FS or SCS as appropriate.

4. CCC will pay ES, on a reimbursable basis, for extraordinary Federal services performed in carrying out the informational and educational program related to the Conservation Reserve Program.

5. CCC and ES will enter annually into a National level Reimbursable Agreement (AD-672) based on this Memorandum of Understanding and any amendments hereto. An ES schedule showing cost estimates shall accompany and support the total annual estimate shown on the AD-672.

6. CCC agrees to reimburse ES at the National level. A CCC advance may be requested prior to billing, where justified.

7. ES will submit a SF-1081 billing to CCC through the Director, Budget Division, ASCS. CCC will pay ES based on the SF-1081 billing, and accompanying documents supporting amounts billed.

#### 2.5 Technical Agency Reimbursement

1. It is the intent of each agency to minimize the reimbursement from CCC for administration of the CRP. Therefore, duplicative efforts by technicians will eliminate to the extent possible.

2. CCC will not reimburse technical agencies for technical, informational and educational services performed for the CRP, if specific funding for these services are provided in the agency appropriations.

## Section 3 - Duration of Agreement

### 3.1 Agreement

This Memorandum of Understanding may be amended or cancelled by mutual consent of the parties in writing.

\_\_\_\_\_  
Acting Administrator, Agriculture Stabilization  
and Conservation Service and Executive  
Vice-President, Commodity Credit Corporation

\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Chief, Forest Service

\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Chief, Soil Conservation Service

\_\_\_\_\_  
Date

/s/  
\_\_\_\_\_  
Administrator, Extension Service

\_\_\_\_\_  
Date

**1546.12a - Forest Service Purchase of Lands Enrolled in Conservation Reserve Program (CRP)**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE  
AND  
FOREST SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

WHEREAS, the Agricultural Stabilization and Conservation Service (ASCS), administers the Conservation Reserve Program (CRP) authorized by Title XII of the Food Security Act of 1985, as amended, P.L. 99-198;

WHEREAS, the purpose of the CRP is to retire highly erodible cropland from agricultural commodity production and establish it in vegetative cover in accordance with a CRP contract;

WHEREAS, land purchased and administered by the Forest Service (FS) is kept out of agricultural commodity production and kept in some type of vegetative cover.

NOW THEREFORE, IT IS AGREED:

1. When land enrolled in the CRP is purchased by the FS the land will be administered under the management plan developed by the FS for the National Forest within which the land lies.
2. When land enrolled in the CRP is purchased by the FS the CRP contract will be terminated and repayment by the seller of payments received for participation in CRP prior to termination will be waived.
3. Prior to agreement to purchase enrolled land the Forest Supervisor and local ASCS official will agree to vegetative management practices that are consistent with the National Forest plan and meet CRP objectives to facilitate vegetative cover of the land.

AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE

/s/ Keith D. Bjerke  
Administrator, ASCS

April 3, 1990  
Date

FOREST SERVICE

/s/ George M. Leonard  
for F. Dale Robertson, Chief, FS

April 12, 1990  
Date

**1546.2 - Foreign Agricultural Service [Reserved]**

**1546.3 - Office of International Cooperation and Development [Reserved]**

**1547 - Small Community and Rural Development Agencies**

**1547.1 - Rural Electrification Administration**

**1547.11 - Coordination of Requirements Relating to Nondiscrimination in Federal Program**

(See FSM 1564.)

70-SIA-001

Memorandum of Understanding  
between the  
Rural Electrification Administration  
and the  
Forest Service  
United States Department of Agriculture

The Regulations of the Secretary of Agriculture (7 CFR 15.12 (c)) contemplate coordination between agencies to effectively and efficiently carry out the requirements of Title VI of the Civil Rights Act of 1964 and the related regulations of the Department of Agriculture.

Many REA cooperative borrowers obtain easements or permits, which constitute Federal financial assistance, from the Forest Service. Such Federal financial assistance is subject to Title VI of the Civil Rights Act of 1964 and the related regulations of the Department of Agriculture.

Since the Rural Electrification Administration has primary responsibility to provide assistance and guidance to its borrowers, and since coordination under 7 CFR 15.12(c) is contemplated to promote efficiency and uniformity of application of the law and regulations, the parties hereto understand that:

1. The Rural Electrification Administration will:
  - a. Assume responsibility for compliance reviews, on behalf of the Forest Service, of REA borrowers which have received Federal financial assistance from the Forest Service.
  - b. Advise the Forest Service of any instance of noncompliance by any REA borrower included in a list supplied to REA under section 2b hereof.

c. Arrange for a joint opportunity for a hearing against any noncomplying borrower that receives Federal financial assistance from both parties hereto.

2. The Forest Service will:

a. Assist REA in obtaining voluntary compliance upon receipt of a request therefore.

b. Supply to REA a list, to be kept up to date, of all REA borrowers, which have received Federal financial assistance from the Forest Service.

The parties hereto agree that this Memorandum of Understanding shall continue in effect until terminated in writing by either party by giving 30 days written notice to the other.

Rural Electrification Administration  
United States Department of Agriculture

Signed /s/ E.C. Weitzell

Title Acting Administrator

Date March 26, 1970

Forest Service  
United States Department of Agriculture

Signed /s/ EDWARD P. CLIFF

Title Chief, Forest Service

Date \_\_\_\_\_

## **1547.2 - Farmers Home Administration [Reserved]**

## **1547.3 - Federal Crop Insurance Corporation [Reserved]**

## **1547.4 - Office of Rural Development Policy [Reserved]**

## **1548 - Office of the General Counsel**

### **1548.04 - Responsibilities**

The General Counsel is the principal legal adviser to the Secretary of Agriculture, the chief law officer of the Department, and the head of the Office of the General Counsel (OGC), which provides legal services for all activities of the Department. The OGC issues both formal and informal opinions on legal questions which arise in the administration of Department activities, and furnishes a variety of other legal services, including (1) drafting or reviewing proposed legislation; (2) preparing and interpreting administrative rules and regulations; (3) preparing and interpreting a wide variety of documents including contracts, deeds, easements, permits, and licenses; (4) preparing all referrals for action in the courts to the Department of Justice and assisting in the processing of all Department-related litigation, including coordination with Department agencies; (5) disposing of claims by and against the United States as a result of Department activities; (6) representing Department agencies in numerous types of administrative hearings; (7) processing applications for patent of inventories by employees; and (8) office consultation.

The OGC is responsible for the resolution of all legal disputes, excepting those involved in litigation in the courts, which are handled by the Department of Justice with the assistance of OGC attorneys. Litigation may result from a referral by OGC to the Department of Justice for lawsuits by the United States, or by a request for assistance from the Department of Justice for suits filed against the United States. A referral is based on an OGC review to determine whether the available facts and applicable law show a lawsuit is warranted. Assistance includes the coordination of efforts to resolve the case by settlement or compromise, the compilation of evidence by working with appropriate agency personnel, and aiding Department of Justice attorneys during the trial of selected cases. The OGC also prepares position statements concerning the appeal of adverse decisions.

There is a wide variety of types of administrative proceedings, many of which are conducted by other agencies. Some are very informal, some involves rulemaking and others are quasijudicial adversary hearings comparable to actions in courts. The OGC attorneys serve as trial attorneys in all administrative hearings involving programs of the Department.

Regional Foresters shall issue supplements assigning responsibility for sending all legal matters to OGC. It is appropriate to include recommendations on the legal action considered necessary to protect the interests of the United States, or to accomplish the purposes of the program

involved including proposed administrative, civil, or criminal action. The OGC is responsible for deciding whether further data is needed, including investigations, and for conclusions on the most sound action to take in view of legal implications.

#### **1548.04a - Washington Headquarters**

The OGC Washington Office contains the following divisions:

1. Animal and Plant Health Inspection Service.
2. Community Development.
3. Electric and Telephone.
4. Food and Nutrition.
5. Foreign Agriculture and Commodity Stabilization.
6. Legislative.
7. Litigation.
8. Marketing.
9. Natural Resources.
10. Packers and Stockyards.
11. Research and Operations.

The Research and Operations Division (R&O) is responsible for matters dealing with budget and fiscal affairs, procurement contracts, claims against the Department for property damage or personal injury, personnel, and civil rights for all agencies of the Department.

Excepting those items covered by the Research and Operations Division, the full scope of all legal services, as generally described in FSM 1548.04 for the Forest Service, are provided by the Natural Resources Division. In broad categories, this includes resource management areas, such as real property transactions, functional uses, environmental affairs, law enforcement, and related litigation. In the OGC Washington headquarters, the Natural Resources Division concentrates on legislation, rules and regulations, basic Forest Service policies, coordination with the Department of Justice and other agencies, environmental law, water rights and water resources, and assistance to field offices on Forest Service matters.



#### **1548.04b - Field Organization**

Office of the General Counsel legal work outside Washington is handled by regional and branch offices, headed respectively by regional attorneys and attorneys-in-charge. All legal matters of Forest Service regional and subordinate field offices should be either furnished to the appropriate OGC field office or reported to the Washington Office of the Forest Service. These referrals may, in certain cases, result in some representation of Forest Service field offices by OGC attorneys in Washington, in accord with OGC's division of responsibilities. Any questions on this should be resolved with OGC field attorneys.

The following list identifies each OGC field office which represents the Forest Service by regions:

Forest Service Region	General Counsel's Field Offices Serving Forest Service
1	Attorney in Charge, Montana Branch Office Office of the General Counsel, U.S. Department of Agriculture P.O. Box 7669 Room 2075, Federal Building Missoula, Montana 59807 Telephone: FTS 585-3692
2	Regional Attorney Office of the General Counsel, U.S. Department of Agriculture 910 Guaranty Bank Building 817, 17th Street Denver, Colorado 80202 Telephone: FTS 327-4031
3	Attorney in Charge, New Mexico Branch Office Office of the General Counsel, U.S. Department of Agriculture Room 4017, Federal Building 517 Gold Avenue, S. W. Albuquerque, New Mexico 87101 Telephone: FTS 474-2264
4	Attorney in Charge, Utah Branch Office Office of the General Counsel, U.S. Department of Agriculture Room 205, Forest Service Building 507 25th Street Ogden, Utah 84403 Telephone: FTS 586-6246
5	Regional Attorney Office of the General Counsel, U.S. Department of Agriculture Suite 2 Embarcadaro Center San Francisco, California 94111 Telephone: (AC 415) 556-4532
6 and 10	Regional Attorney Office of the General Counsel, U.S. Department of Agriculture 1734 Federal Building 1220 S.W. 3rd Avenue Portland, Oregon 97204 Telephone: FTS 423-3115

Forest Service Region	General Counsel's Field Offices Serving Forest Service
8	<u>Arkansas, Louisiana, and Ouchita National Forest Units in Oklahoma</u>  Attorney in Charge Office of the General Counsel, U.S. Department of Agriculture Room 328, U.S. Post Office and Courthouse Building Little Rock, Arkansas 72201 Telephone: FTS 740-5248
	<u>Texas</u>  Regional Attorney Office of the General Counsel, U.S. Department of Agriculture Suite 351, W.R. Poage Federal Office Building 101 South Main Temple, Texas 76501 Telephone: (AC 817) 773-1711
	<u>Alabama, Georgia, Florida, Mississippi, North Carolina, South Carolina, Tennessee, Virginia</u>  Regional Attorney Office of the General Counsel, U.S. Department of Agriculture 1371 Peachtree Street, N.E., Suite 600 Atlanta, Georgia 30309 Telephone: FTS 257-4161
9	Attorney in Charge Office of the General Counsel, U.S. Department of Agriculture 410 Clark Building 633 W. Wisconsin Avenue Milwaukee, Wisconsin 53203 Telephone: FTS 362-3774
Puerto Rico	Attorney in Charge Office of the General Counsel, U.S. Department of Agriculture Federal Office Building and U.S. Courthouse Hato Rey, Puerto Rico Telephone: 753-4066 (Dial 106 for overseas calls)

## **1548.1 - Litigation With United States as Defendant**

A party seeking a judicial resolution of a dispute files a lawsuit in an appropriate Federal district court. The initial papers filed are a summons and a complaint. Service of the summons on the proper Federal officials gives the court jurisdiction over the matter in controversy, and requires the defendant, or the party being sued, to answer the charges of the plaintiff, or the party who filed the suit. In some cases, government employees are named as defendants in either an individual, or governmental capacity, and shall also be served with a summons and complaint. Any Forest Service employee who received such documents should immediately advise through channels the appropriate OGC field office which shall furnish advice on how to proceed.

The complaint in a civil suit is a statement of the plaintiff's grievances against the defendant. This shall accompany the summons. It is required to contain certain information, principally (1) the Federal laws granting jurisdiction to the court hearing the case, (2) the names and addresses of the parties in the lawsuit, (3) a very basic recitation of the facts upon which the suit is brought, (4) the violations of laws and regulations which are alleged to have occurred, and (5) a request that the court grant some form of relief.

When a lawsuit has been properly filed against the United States regarding the Forest Service, the summons and complaint are referred to OGC for evaluation. In most cases, the Government must file an answer to the complaint no later than 60 days after valid service of the summons. This time includes weekends, holidays, and days when papers are in the mail. Once suit is filed and a summons and complaint are received, it is necessary to secure the facts and supporting information to conduct a proper defense; this information is assembled in a litigation report.

### **1548.11 - Litigation Reports**

In order to represent adequately the Government's interest in a lawsuit, the Department of Justice requires preparation of a litigation report, which contains all available evidence necessary to apprise the attorneys of the facts of a case. The report necessarily is compiled by those people having the most knowledge of the facts in a case - usually those who dealt with the matter at the forest or regional level.

Once a lawsuit is filed, the Natural Resources Division of OGC formally requests by memorandum to the Chief that a litigation report be prepared. Copies of the summons and complaint shall accompany this memorandum. It is important to note the date upon which the report is requested. The filing dates for pleadings in the lawsuit are set in compliance with the Federal Rules of Civil Procedure and thus it is essential that deadlines are met. If a deadline cannot be met, the officials responsible for the report should contact the appropriate OGC attorney to see if additional time can be arranged.

The report should include all documents and exhibits which relate to the subject of the lawsuit. It is most important that this be organized as described in the next paragraph. The documents comprising the report should be bound and tabbed, or otherwise organized in a compact, clear manner. Unless stated otherwise, at least 3 identical copies of the report should be prepared for the OGC (2 will be sent to the Department of Justice). Care should be taken to avoid including redundant or meaningless paper in the report. If the file is too voluminous, sort out the most relevant documents and include a list of those excluded so that the reader knows what information exists. Contact the local OGC office for any necessary assistance in preparation of the report; this shall be particularly helpful in determining the relevancy of documents or exhibits.

#### **1548.11a - Litigation Report Format**

Follow this format in preparing the report:

- |      |                         |  |
|------|-------------------------|--|
| I.   | Cover Page              | <ol style="list-style-type: none"><li>1. State case name and general subject of the lawsuit.</li><li>2. Name, position, address, and telephone number of person(s) preparing report.</li></ol>   |
| II.  | Index                   | Prepare a detailed index of the contents of the report so that a person not familiar with the facts and file could easily locate a document or exhibit.  |
| III. | Statement of Facts      | The person most familiar with the facts of the lawsuit should prepare a statement which shall give someone unfamiliar with the case a good general background about what it is all about. For example, if a timber sale is involved, the statement should give a description of the area and its topography, the species, the sale planning process, the basis of the contract, the cause of the dispute and present status of the matter. |
| IV.  | List of Witnesses       | List the names and addresses of all persons, whether or not employed by the agency, who can testify on behalf of the Government. State, as to each of them, their official position, if any, their direct connection with the matters in litigation, together with a brief summary to those matters concerning which they may testify.   |
| V.   | Laws, Regulations, Etc. | List all the Federal or State laws, Departmental regulations, Executive orders or proclamations, Comptroller General's decisions, and Forest Service Manual provisions that apply to the facts of the case. Give correct citation and attach a copy  |

of each if possible. Much of this can be gleaned from the complaint itself. However, consultation with the local OGC office may be necessary to identify properly the applicable laws and regulations.

VI.     Answers to  
       Complaint

With reference to the complaint, comment on each paragraph and give your opinion of the facts and allegations stated therein.

Also, state any counterclaim, setoff, or other demand existing against the plaintiff or claimant that arises from the facts of the suit or other unrelated matter.

VII.    Exhibits

Attach copies of all documents or other exhibits (maps, photographs, etc.) which relate to the case including, but not limited to: letters, memorandums, legal documents, appraisals, publications, environmental impact statements, planning reports, etc. Be sure these are organized and indexed so that the reader can understand not only the document or exhibit alone, but how it relates to the case as a whole.

VIII.   Appendix

Here you may add any statement or document that, in your opinion, is not adequately discussed in the above categories.

Do not hesitate to call the local OGC office or for assistance, if one has been identified as the attorney responsible, the attorney assigned the case in the OGC Washington Office for assistance. They may save considerable time and expense by explaining the information they think the report requires.

The completed report should be sent directly to the requesting OGC office by the most expeditious carrier.

## 1549 - Office of the Inspector General

### 1549.1 - Forest Service and Office of the Inspector General Agreement on Roles and Conduct of Investigations

(See FSM 5301.4)

85-SIR-007

#### AGREEMENT BETWEEN THE OFFICE OF INSPECTOR GENERAL AND THE FOREST SERVICE UNITED STATES DEPARTMENT OF AGRICULTURE

##### 1. Purpose.

This agreement sets forth understandings between the Office of Inspector General (OIG) and the Forest Service (FS) pursuant to paragraph 5, f(6), Departmental Regulation 1700-1 regarding investigative jurisdictions and conduct of Forest Service-related investigations by the OIG and the FS.

##### 2. Jurisdiction.

OIG derives its investigative authorities from the Inspector General Act of 1978 (Public Law 95-452); the Agriculture and Food Act of 1981 (Public Law 97-98); various statutes pertaining to the operations and programs of the United States Department of Agriculture (principally, but not exclusively, Title 7, United States Code); the Code of Federal Regulations; Departmental Regulations 1700-1 and 1710-2; and through the Secretary of Agriculture.

The Forest Service derives its investigative authorities from the following statutes: 16 USC 472; 16 USC 559; 16 USC 551a; 16 USC 553; 7 USC 2217; 36 CFR 262.2 and 36 CFR 262.3 and through the Secretary of Agriculture.

##### 3. Roles.

For purposes of this agreement, it is the role of OIG to provide oversight to investigative activities within the Department, including the Forest Service law enforcement activity, in certain reports to the Secretary, OMB, and Congress; maintain independent investigation of certain activities; and, maintain Department-wide national relationships with Federal law enforcement agencies related to certain investigative activities. It is the role of the Forest Service to develop, maintain, and execute a law enforcement program related to the responsibilities conferred by law or regulation, including criminal investigation in matters in which the Forest Service does, or may, have interest.

#### 4. Liaison.

The Chief of the Forest Service, each Regional Forester, each Station Director, and the Area Director will designate in writing a specific individual to coordinate the terms of this agreement with OIG Headquarters and the respective Regional Inspector General for Investigations (RIG/I). These individuals will be the focal point for communications for purposes of this agreement.

#### 5. Reporting Responsibilities.

When circumstances, inquiry, and/or investigation by the Forest Service results in any of the following conditions, the designated Forest Service Liaison Officer will promptly report the circumstances to the appropriate RIG/I:

- A. Circumstances relating to official misconduct or job-related illegal activity by any full-time or part-time employee of the Forest Service where the substantiation of the alleged malfeasance, misfeasance, or nonfeasance by that employee could lead to a penalty of removal and/or criminal prosecution.
- B. Circumstances involving cases of alleged criminal theft, fraud, or conspiracy by parties applying for or under contract, grant, permit, or agreement with the Forest Service or the Department, except in the case of timber sale-related fraud in which the amount of the alleged loss is \$50,000 or less, and the matter has been reported to a Forest Service Criminal Investigator for conduct of an investigation.
- C. Circumstances relating to cases of alleged fiscal irregularities of any amount associated with an imprest fund, or \$500 or more in other circumstances where the facts must be established by an official investigation.
- D. Any allegations, evidence, or suspicion of collusive bidding or other antitrust activity should be referred by the Forest Service to the Antitrust Division, Department of Justice, with a courtesy copy to the Director, Investigative Program Division, OIG, for informational purposes.
- E. Circumstances requiring investigation of Forest Service issues where the mere appearance of a conflict of interest would necessitate that OIG conduct the investigation.

The RIG/I will promptly review the merits of individual cases and exercise the options of:

- 1. Working the case to its conclusion, or;
- 2. Referring the case to another investigative agency having jurisdiction, or;
- 3. Joining the Forest Service in completing the investigation, or;



4. Recommending the Forest Service complete the investigation.

In cases where OIG schedules an investigation, the RIG/I will provide a Case Opening Memorandum (COM) to the appropriate Forest Service liaison point.

F. Allegations against enrollees in Human Resource Programs including Job Corps, Youth Conservation Corps, etc., will generally be investigated by the Forest Service and/or by local law enforcement authorities. The Forest Service, as part of its liaison function, will inform OIG of felony level allegations against enrollees. If Forest Service employees are also alleged to have participated in the same or related improper acts, or if it appears Forest Service employees were seriously negligent relative to significant allegations of wrongdoing against enrollees, the RIG/I should be promptly notified.

6. Contacts with U.S. Attorneys and Local Prosecutors and Non-Federal Investigative Agencies.

Forest Service may make such contacts as required with Federal, state and local investigators and prosecutors regarding those matters within the investigative jurisdiction of the FS and other matters appropriately referred by the Forest Service to other Federal, state and local investigative and prosecutive agencies.

Forest Service will not initiate contacts with prosecutors or other investigative agencies on matters, which are to be referred to OIG unless OIG has deferred interest in the particular case to the Forest Service.

In the event that State or local prosecutors or investigative agencies contact the Forest Service on a matter within OIG's area of interest, the Forest Service will promptly report the circumstances to the appropriate RIG/I.

7. Reports of Investigation.

Copies of all Forest Service related OIG reports will be routinely forwarded to the Office of the Deputy Chief for Administration, Forest Service. Forest Service investigative reports will be routinely available for examination by OIG at or through the office of preparation.

8. Consensual Monitoring.

OIG, pursuant to Department Regulation 1710-1 has responsibility to authorize all USDA requests for recording telephone and non-telephone conversations where the consent of one of the parties has been obtained. The Forest Service Leader of Law Enforcement will address all requests for approval of consensual monitoring and any renewal requests for monitoring to the Assistant Inspector General for Investigations.

9. Inspector General Oversight.

The Inspector General Act of 1978 (P.L. 95-452) makes it the responsibility of the Inspector General to provide policy direction for investigations relating to the programs and operations of the Department. That Act also makes it the duty of the Inspector General to supervise and coordinate such investigative activity performed (by others) within the Department.

To assist the Inspector General in carrying out his statutory responsibilities, Forest Service agrees to periodically provide reports outlining the number, nature, scope, and final disposition of all of Forest Service investigations.

10. Amendment.

This document may be amended by deletion or modification of any provision contained herein, or by addition of new provisions, after written concurrence of both parties to the agreement.

11. Termination.

This document remains in effect until determined by the Secretary or the agreeing parties that it is no longer in the best interests of the Department.

/s/ Jerome A. Miles  
for Chief, Forest Service

May 24, 1985  
Date

/s/ Thomas J. Burke  
Assistant Inspector General  
for Investigations

May 24, 1985  
Date

Approved:

/s/ Peter C. Meyers  
Assistant Secretary  
Natural Resources and Environment

June 18, 1985  
Date

/s/ John V. Graziano  
Inspector General  
for Investigations

June 13, 1985  
Date