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

Amendment: 1500-2001-4

Effective date: September 13, 2001

Duration: This amendment is effective until superseded or removed.

Superseded Directive: 1531.5-531.62b, Amendment 1500-90-1, June 1, 1990

Approved by: James R. Furnish, Deputy Chief for National Forest System

Date approved: September 04, 2001

Responsible Staff:

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

1531.61c: Adds the memorandum of understanding (MOU) between the Forest Service, U.S. Department of Agriculture, and the Fish and Wildlife Service, U.S. Department of the Interior, related to the agencies' responsibilities to protect migratory birds. This MOU is intended to strengthen migratory bird conservation through enhanced collaboration between the Forest Service and the Fish and Wildlife Service, in coordination with State, tribal, and local governments.

Note: This MOU already in effect between the Forest Service and Fish and Wildlife Service is not the MOU required to be developed by Executive Order 13186, Responsibilities of Federal Agencies To Protect Migratory Birds, which was signed by the President on January 10, 2001, and published in the Federal Register on January 17, 2001 (66 FR 3853). The text of the current MOU in the Purpose section states: "The actions expected under this MOU between the Forest Service and Fish and Wildlife Service will be a precursor to more specific protocols that will be developed in the subsequent MOU, pursuant to the Executive Order."

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1531.5 - Bureau of Reclamation

1531.53 - Construction and Development

1531.53a - Master Interagency Agreement for Water Resource Related Projects Within or Adjacent to National Forest System Lands

MASTER INTERAGENCY AGREEMENT
Number 86-SIE-004
BETWEEN
THE BUREAU OF RECLAMATION, U.S. DEPARTMENT OF THE INTERIOR
and
THE FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE
CONCERNING WATER RESOURCE RELATED PROJECTS OF THE
BUREAU OF RECLAMATION
WITHIN OR ADJACENT TO NATIONAL FOREST SYSTEM LANDS

I. PREFACE

This Master Agreement is made under authority of the Federal Water Project Recreation Act July 9, 1965, (79 Stat. 213; 16 U.S.C. 460L-18) and the Economy Act (31 U.S.C. 1535). This agreement supersedes the Memorandum of Understanding between the Bureau of Reclamation (Reclamation) and the Forest Service (Service) dated January 1948, and the Memorandum of Agreement between Reclamation and the Service dated April 1974. Reclamation and the Service recognize that good public land management requires that all of the resources of these lands must be managed in accordance with sound management practices. The lands should be made available for the use and enjoyment of the general public insofar as is consistent with their dedication to Reclamation and National Forest System purposes.

II. PURPOSE

The purpose of this Master Agreement is to establish procedures for planning, developing, operating, and maintaining water resource projects and related programs of Reclamation located on or affecting lands and resources administered by the Service, and for the Service's planning and implementation of activities on National Forest System (NFS) lands within the total area of project influence. It requires the implementation of project supplemental agreements and establishes procedures and policies for the development of the project supplemental agreements for both agencies to manage and administer resources within the total areas of project influence.

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III. DEFINITIONS

A. Withdrawal - As defined in sections 103 and 202(e) (3) of the Federal Land Policy and Management Act of 1976 (FLPMA) (43 U.S.C. 1702). Withdrawals predating FLPMA were made under authority of the Reclamation Act of June 17, 1902 (43 U.S.C. 416).

B. Withdrawn Area - Federal lands identified in a withdrawal order.

C. Reclamation Project - A Federal project authorized under the Act of June 17, 1902 (32 Stat. 388), as supplemented and amended.

D. Authorized Project - A Reclamation project authorized and funded by Congress and approved by the President (43 U.S.C. 413 and 414).

E. Project Supplemental Agreement - A local agreement supplemental to this agreement that is developed by the appropriate Project Manager and Forest Supervisor for a specific Reclamation project and approved by the respective Regional Director and Regional Forester.

F. Project Area - The area of a project as authorized by Congress and approved by the President, within which Federal ownership or control is necessary. The Bureau of Reclamation retains control for construction, operation, maintenance, and protection of the project as identified in the project supplemental agreement. The project area may include lands where the project uses, such as transmission lines, canals, ditches, laterals, and drains, require Reclamation's jurisdiction.

G. Maximum Flow Line of the Reservoir - The identified highwater line of the individual project water storage facilities when the inflows to the reservoir are at the maximum inflow design level.

H. Normal Flow Line - The identified water line of the reservoir when the storage pool is full and inflows equal outflows without any water withdrawals for irrigation, municipal, or industrial use.

I. Minimum Flow Line - The water surface level when water withdrawals have reached a maximum level beyond which design criteria or contractual provisions do not permit further reservoir drawdown.

J. Area of Project Influence - Lands outside the project area remaining in Service jurisdiction but requiring special consideration to ensure that management actions will minimize adverse effects on or enhance the operation and maintenance of the project.

K. Take Line - The area of land over which Reclamation will exercise control in conjunction with the construction, operation, and maintenance of an authorized Reclamation project. Usually delineated on a map by contour line or aliquot parts.

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IV. COORDINATION AND COOPERATION

To facilitate the orderly development, management, and administration of Federal resources within areas of mutual interest and/or responsibility, Reclamation and the Service agree:

A. Planning - (1) To undertake cooperative planning beginning with the information collection stage of a forest land management plan and with the plan formulation and advance planning stages of a Reclamation water project and continuing throughout the life of the project.

(2) To exchange draft and approved Reclamation water and associated resource management and/or development plans and Service draft or approved Forest land and resource management and/or development plans.

(3) To develop project supplemental agreements as provided in Part V of this agreement, at the Project/Forest administrative levels applicable.

(4) To identify Reclamation's needs outside project areas such as access, hydrometeorological stations, and other related needs including the mitigating and enhancing of fish, wildlife, and recreational needs.

(5) To inventory and analyze lands within the area of project influence to determine (1) those NFS lands required in connection with project improvements and (2) those NFS lands available for other compatible resource uses and development.

(6) To mutually refer unresolvable points of disagreement to the next higher management level for resolution.

B. Management - (1) In project supplemental agreements developed under the provisions of Part V of this agreement, the two agencies may agree to authorize the Service to let timber removal contracts for Reclamation. Any such contract will contain provisions provided by Reclamation. Receipts for sale of timber or other resources or for the use of NFS lands where such lands are within the project area shall be deposited in accordance with the Act of July 19, 1919, (41 Stat. 202; 43 U.S.C. 394). Receipts derived from activities on National Forest lands lying in the area of project influence but outside the project area shall be deposited into the appropriate Service receipt account as authorized by law (16 U.S.C. 499, 7 USC 1012). For purposes of this agreement, lands needed for the protection or operation of any reservoir or project (43 U.S.C. 394) shall, unless otherwise directed by law, be limited to the project area as defined in section III.F. of this agreement.

(2) To jointly identify rights-of-way or other use authorizations needed in connection with project planning, development, construction, operation, or maintenance. Generally, preauthorization activities not involving ground disturbance or occurring inside a project area do not require use authorizations. Within a project area, use authorizations from the Service are not required for project activities, including construction, operation, and maintenance.

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(3) To periodically conduct joint management reviews of selected projects for the purposes of: (1) determining the effectiveness of agreements in guiding activities in accomplishing the management objectives of both agencies, and (2) identifying and recommending potential solutions to existing and potential problems.

(4) (a) To identify lands on which protective withdrawals are needed to guard against non-discretionary mineral entry or on which Reclamation requires sufficient jurisdiction to fulfill requirements of Reclamation law, and for Reclamation, with the Service's concurrence to propose those identified lands to the Bureau of Land Management for withdrawal.

(b) To recognize all withdrawals made prior to the promulgation of the provisions of the Federal Land Policy and Management Act (FLPMA) as having been as broad as necessary to meet authorized or recognized project needs.

(5) That all National Forest and NFS lands withdrawn for Reclamation purposes retain their appropriate status unless jurisdiction is requested in the withdrawal application and is transferred to Reclamation by the Secretary of Agriculture.

(6) To propose and concur in the relinquishment of all withdrawals on land on longer needed for Reclamation purposes.

V. PROJECT SUPPLEMENTAL AGREEMENTS

A. These agreements shall be developed for each Reclamation project involving NFS lands.

B. The principles expressed in this master agreement are applicable to projects already underway or completed to the extent that such application is reasonable in consideration of the existing situation.

C. Project agreements now in force will remain in effect to the extent they are not in conflict with provisions of law reflected in this agreement. Within 12 months from the effective date of this agreement those sections of existing agreements in conflict with provisions of law, as reflected in this master agreement, will be updated to resolve the conflict. Working local agreements not in conflict with current laws need not be revised.

D. Using input from all interested and affected entities, the Project Manager and Forest Supervisor will develop the project supplemental agreement for signature by the Regional Director and the Regional Forester. Project supplemental agreements should address, but need not be limited to the following:

(1) Identify the specific NFS lands within the maximum, normal, and minimum reservoir flowlines, within the project area, and within the area of project influence and designate management responsibilities and limitations;

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(2) Detail the duties and responsibilities of each agency in all planning processes:

(3) Identify the lands necessary for jurisdictional transfer to enable each agency to effectively carry out its responsibilities: Generally Reclamation will maintain jurisdiction of the project area. Real property records and reporting will be handled by the agency having primary jurisdiction over the specified lands.

(4) Set forth, by incorporation, development, or reference, a basic plan covering fire protection and control, recreation, watershed, minerals, timber, grazing, fish, wildlife, and other resource management within the project area;

(5) Identify the existing Service improvements and structures to be moved, removed, or replaced, and schedule such action;

(6) Identify rights-of-way and other use authorizations located outside the project area which may be or are needed by Reclamation or its managing entity;

(7) Establish procedures for resolving issues, misunderstandings, or disputes;

(8) Provide for an annual meeting to review and discuss operation and maintenance plans, including proposed activities that may impact either agency's budget, programs, operations, or facilities. This review should include, but not be limited to, reservoir operations, mineral and other resource activities, watershed management, timber harvest, stand improvement and reforestation, recreation management activities, and construction or development activities;

(9) Provide for identification of Reclamation needs outside authorized project areas including hydrometeorological stations or other needs related to Reclamation development, operation, maintenance, or the mitigating and enhancing of fish, wildlife, and recreational needs as required by Public Laws 89-72, the Federal Water Project Recreation Act, (16 U.S.C. 460); the Fish and Wildlife Coordination Act (16 U.S.C. 661); and section 8 of the Colorado River Storage Project Act (43 U.S.C. 620g); or other authority;

(10) Identify the entity responsible for granting rights-of-way or other use authorizations to third parties for use of lands within the project area. Also identify any needed restrictions pertaining to type of uses that may be authorized, any special stipulations conditioning the use, and the land areas covered by special restrictions;

(11) Set forth management guidelines for long-term operations and management of all facilities and activities initiated as a result or consequence of project authorization, including annual work plans, financial plans and funding authorities.

(12) Provide for the removal of floating debris from project reservoirs, which will generally be the responsibility of the recreation managing agency having jurisdiction over the

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water surface, except where the removal of such debris is primarily for the purpose of maintaining dam safety and integrity.

VI. AGENCY RESPONSIBILITIES

IT IS AGREED THAT:

A. Reclamation will:

(1) Consult and coordinate all project planning, including plan formulation, with the local Forest Supervisor office(s). Coordination and consultation will continue throughout the project life.

(2) Provide the Service with any Reclamation developed project and/or reservoir area land or resource management plan.

(3) To the extent permitted by contract, project authorization, appropriation, or other law (i.e.: contract law, authorization law, appropriation law, or other law), not commence construction of any project feature until the required local project supplemental agreement is executed.

(4) As determined by the Service and to the extent permitted by law, remove, replace, or relocate Service-owned or authorized improvements or structures that will be destroyed or rendered useless by the project. Any upgrading of improvements exceeding basic safe and sanitary standards, improvement in structure size, numbers, or quality will be at the expense of the Service, and, if necessary, be accomplished through Service issued contract or inhouse workforce. To the degree possible, construction of in-kind replacement improvements or structures or relocation will be by Reclamation contract. No Forest Service replacement facility being constructed at Reclamation expense will be upgraded beyond that required to meet local or national safe or sanitary codes, unless upgrading costs are borne by the Service, and is specified in the project supplemental agreement.

(5) Take, and require contractors to take, all reasonable precaution to prevent and suppress forest fires on the project area and to prevent unnecessary damage to lands and resources associated with project construction. To the extent permitted by law and construction schedules and procedures, collaborate with the Service to:

(a) formulate fire prevention and control plans and programs,

(b) locate access roads, and relocate transportation facilities,

(c) establish land clearing and debris disposal standards, and

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(d) resolve other matters essential to the protection of resources; conserve the scenic and aesthetic aspects of the project environment; and facilitate project development, operation, and maintenance.

(6) To the extent permitted by project authorizing legislation, appropriation language, and funding allocations, provide the land acquisition necessary for the total development of recreation, fish and wildlife, and other values set forth in project reports, and provide funds for, or construct required basic recreation and fish and wildlife features, including offsite mitigation.

(7) Transfer to Service jurisdiction, those lands under Reclamation's jurisdiction which are not encumbered by project facilities, not necessary for operation and maintenance of the project by either Reclamation or a water user organization, and/or not necessary to the protection and safety of Reclamation works or facilities. After transfer, Reclamation will have use and occupancy rights as agreed to in the local project supplemental agreement.

(8) Not issue permits or leases on NFS lands within or adjacent to a project area, nor issue permits or leases on lands appropriate for transfer to the Service, without first obtaining Service concurrence on use conditions and stipulations. However, management responsibilities for project features and adjacent project lands may be conveyed to the project beneficiaries in accord with section 6 of the Reclamation Act of 1902 (43 U.S.C. 491, 498) without service concurrence.

(9) Once construction is completed, with the concurrence of the Service, request the Bureau of Land Management to revoke withdrawals on lands no longer needed for Reclamation purposes or no longer in need of protection from non-discretionary entry or appropriation.

(10) Be responsible for the appropriate level of reservoir area clearing necessary for the construction, maintenance, and operation of all project features and facilities.

(11) Submit to the Service, 30 months preceding the budget year needed, planned projects that may require Service funds or fiscal authorization.

B. <u>The Service will</u>:

(1) Provide Reclamation copies of land and resource management plans or portions thereof (including annual work schedules) for all lands and other associated resources within the area of project influence.

(2) When Service resources are available, and when so requested by Reclamation, or as required by project authorization, on a reimbursable or non-reimbursable basis as the situation and project agreement dictate, provide recreation, fish, and wildlife plans; conduct recreation survey and design; prepare contract specifications; and supervise construction of recreation, fish, and wildlife facilities.

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(3) Administer and manage any lands and associated resources under its jurisdiction lying within the area of project influence in a manner which does not conflict with the purposes for which the project was constructed. Solicit and consider, to the maximum extent possible, Reclamation input in the development of resource activity plans for lands within the area of project influence. Unless required by an emergency, take no action likely to adversely impact project operation or maintenance.

(4) Participate with Reclamation within any legal authorization limits in identifying lands appropriate to withdraw for Reclamation project purposes.

(5) Submit to Reclamation, 30 months preceding the budget year needed, planned projects that may require Reclamation funds.

(6) Cooperate in issuing use authorizations for installation of hydrometeorological stations for subsequent data collection and upkeep, and for other Reclamation occupancy and use needs outside project areas.

(7) Transfer to Reclamation the jurisdiction over any NFS lands as required for Reclamation project facilities, operation or maintenance, or protection and safety of the project facilities.

(8) As requested by Reclamation, collect and provide recreation, fish, and wildlife use and development data for Reclamation project lands and facilities under Service management.

(9) Not issue permits or leases on National Forest or National Forest System lands within the area of project influence, nor issue permits and leases on lands appropriate for transfer to Reclamation or to water user organization administration, without first obtaining Reclamation's concurrence on use conditions and stipulations.

VII. DELEGATION

Regional Directors and Regional Foresters are designated as the authorized representatives of the Bureau of Reclamation and the Forest Service respectively. As such, they are delegated authority to execute local project supplemental agreements developed within the scope of this document. Each Regional Forester and Director will establish and maintain a numbering system for any project supplemental agreement suitable for their areas of responsibility.

VIII. TRANSFER OF PROJECT MANAGEMENT AND OPERATION

Section 6 of the 1902 Reclamation Act (43 U.S.C. 498) requires that under certain conditions the management and operation of Reclamation project facilities or features shall pass to an appropriate water user group under rules and regulations acceptable to the Secretary of the Interior. Water users, under repayment contracts executed under provisions of Reclamation law (43 Stat. 1166ff.) (53 Stat. 1187), and with Reclamation exercising oversight responsibilities, may be involved in project management, operation, and maintenance activities

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during the life of the project. Documents, usually operation and maintenance agreements or transfer letters, which outline user involvement will contain stipulations. Service input into these stipulations will be solicited and given all consideration possible. As with any contract all conditions will be mutually acceptable to Reclamation and water use organization. Copies will be provided to the appropriate offices. While the Service may provide input into the agreement through Reclamation, it is not a signatory to the agreement. Reclamation will, to the maximum extent possible, include in the provisions of the repayment contract, the water service contract, operation and maintenance agreement, transfer letter or other contract with the water users the provisions submitted by the Service, to the degree that such provisions are not in conflict with law, regulation, or authorized project uses or purposes, or are not unusual or outside of those considered customary in light of existing similar contracts. The administration and oversight of all repayment, water service, operation and maintenance agreement, transfer letter or other contracts with the project beneficiaries shall be the sole responsibility of Reclamation.

IX. MODIFICATION AND TERMINATION

This agreement may be modified or amended upon the instigation of either agency and the concurrence of the other. This agreement may be terminated upon 60 days notice of either agency.

Nothing herein shall be construed as obligating either party for future payments in excess of appropriations authorized by law and administratively allocated for these activities.

CHIEF
FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

/s/ R. MAX PETERSON

Date: 1/16/87

COMMISSIONER
BUREAU OF RECLAMATION
U.S. DEPARTMENT OF THE INTERIOR
WASHINGTON, D.C.

/s/ C. DALE DUVALL

Date: 4/6/87

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1531.6 - Fish and Wildlife Service

(See FSM 2613).

1531.61 - Protection

1531.61a - Interagency Agreement on Coordinated Approach to Fish and Wildlife Management

83-IE-002

INTERAGENCY AGREEMENT
Between the
FISH AND WILDLIFE SERVICE
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
FOREST SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

I. PURPOSE

This agreement supersedes the Memorandum of Understanding between the Forest Service and the Fish and Wildlife Service dated October 19, 1960.

The Fish and Wildlife Service (FWS) and the Forest Service (FS) are agencies of the Federal Government interested in the welfare of fish and wildlife resources.

The FWS has responsibilities for conserving, protecting, and enhancing fish and wildlife and for research related to this role.

The FS has responsibilities for the administration and management of the National Forest System lands and its resources, including management of fish and wildlife habitats; fish and wildlife habitat research; and cooperative forestry programs on State and private lands.

Both agencies recognize the existing jurisdictional authorities of each State fish and wildlife management agency with respect to fish and resident wildlife within its respective State boundary. The parties agree that cooperation with the States is essential in the management of the wildlife and fish resources.

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II. AUTHORITY

The authorities to enter into this Agreement are:

Forest Service

1. Sikes Act 16 U.S.C. 670g-h
2. Economy Act 31 U.S.C. 1535
3. Endangered Species Act 16 U.S.C. 1536
4. Rangeland Renewable Research Act 16 U.S.C. 1641 et seq.
5. Cooperative Forestry Assistance Act 16 U.S.C. 2101 et seq.
6. Forest and Rangeland Renewable Resources Planning Act of 1974 (PL 93-378; 88 Stat. 476)

Fish and Wildlife Service

1. Fish and Wildlife Act of 1956 16 U.S.C. 742f
2. Sikes Act 16 U.S.C. 670-g-h
3. Endangered Species Act 16 U.S.C. 1536
4. Lacey Act 14 U.S.C. 43
5. Economy Act 31 U.S.C. 1535

III. AGREEMENT

The FS shall:

1. Upon request, act in an advisory capacity to the FWS in matters pertaining to the management of wildlife habitat fire, timber, watershed, recreation, wilderness, insect and disease control and livestock grazing on forest and range lands under jurisdiction of the FWS. Advice also may be provided pertaining to the planning and management of natural resources in a manner that will promote multiple use sustained yield. The responsibility and authority for the integration of these programs with all other uses on these areas will rest with the FWS.

2. Be responsible for determining if the annual plans for animal damage control programs are compatible with FS objectives.

3. Be responsible for compliance with NEPA for animal damage management projects conducted on the National Forests.

4. Have lead agency responsibility for documentation and coordination under the National Environmental Policy Act on habitat development and management projects conducted by States on National Forest System lands and waters which are funded by Federal assistance programs.

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The FWS shall:

1. Upon request, act in an advisory capacity to the FS in matters pertaining to fish and wildlife on National Forest System lands, or other programs administered by the FS. The responsibility and authority for fish and wildlife habitat management and the coordination of fish and wildlife habitat needs with other forest management activities and problems shall rest with the FS.

2. Operate fish hatcheries and rearing facilities, and may provide fish for stocking National Forest System waters on mutually agreeable terms consistent with established national and State policies, and will ensure that the FS is actively involved in the development of stocking plans on FS system lands.

3. Be responsible for meeting the requirements of NEPA for control techniques used in animal damage management programs on National Forest System lands.

IV. MUTUALLY BOTH PARTIES AGREE THAT

a. A basic need of the parties to this Agreement is to be kept informed on matters of mutual interest. This means that the FWS should be informed and their recommendations solicited during the planning process so that the FS may use these recommendations in decisions that may affect FWS programs; and the FS should be informed and its recommendations solicited during the planning process so that the FWS may use these recommendations in decisions that may affect the FS programs. The FS and FWS will keep each other informed and involved about actions that are of sufficient fish and wildlife consequence as to require an Environmental Impact Statement. Both agencies shall keep each other informed on environmental assessments that impact on the other agency's activities.

b. The basic intent of this document is to strengthen the cooperative approach to the management of fish and wildlife and fish and wildlife habitat within the programs of each respective agency.

c. Animal damage management projects on National Forest System lands shall be carried out in accordance with methods recommended by the involved State agency and/or the FWS and approved by the FS. Such programs shall be conducted within the framework of the appropriate plans developed jointly by both agencies in conjunction with the States, BLM, and other cooperators. The FWS will also provide extension-type technical assistance. Generally, only the FWS or approved State agency are authorized to conduct predator control programs. However, programs to control rodents damaging resources on National Forest System lands may be conducted by the FS, an approved State agency, or the FWS.

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d. Both agencies shall cooperate in law enforcement efforts related to the transportation of fish and wildlife taken in violation of State, National, or foreign laws, and other unlawful activities on lands managed under the jurisdiction of the FWS and FS.

e. No introduction of animal or plant species exotic to the United States will be undertaken or authorized on National Forest System lands, without the approval of the FWS and the FS in consultation with the concerned State fish and wildlife management agency. The term "exotic" does not apply to desired species such as the chukar partridge, ring-necked pheasant, and other desired naturalized species.

f. When National Forest System lands are involved, the fish and wildlife portions of studies required for major water and power development projects under the Fish and Wildlife Coordination Act, as amended, will be planned and conducted by the FWS and in cooperation with the FS and State fish and wildlife management agencies. When similar studies are required by the Federal Power Act on National Forest System lands, the FS will consult with the FWS and the State fish and wildlife management agency as to appropriate studies, and will cooperate in the conduct of such studies. Statutory activities under the Fish and Wildlife Coordination Act will remain with the FWS and statutory activities under the Federal Power Act will remain with the FS. Coordination Act regulatory reform procedures are currently being finalized and may require amendment to this Agreement.

g. In meeting the objectives of the Endangered Species Act of 1973, as amended, both agencies will cooperate in the exchange and analysis of information on listed, proposed, and candidate species for listing. The FS and FWS will work closely through all phases of recovery planning for fish, wildlife, and plant species on National Forest System lands, National Wildlife Refuges, and other FWS lands in cooperation with the States, especially in the development of population objectives for species recovery and land acquisition for these purposes.

h. The FS Regional Forester and the FWS Regional Director and/or their representatives shall meet annually to provide maximum opportunity for problem solving and coordination of related program issues. The meeting is to be held not later than May 15 of each year.

i. To promote increased efficiency and economy and to avoid duplication of efforts, the FS and the FWS agree, where appropriate, to share in the planning and development of technology beneficial to fish and wildlife management for both parties.

j. Nothing herein shall be considered as obligating either party to expend or as involving the United States in any contract or other obligation for the future payment of money in

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excess of appropriations authorized by law and administratively allocated to work described herein.

k. The FWS and the FS will conduct cooperative research concerning fish and wildlife, and fish and wildlife habitat management on forest and rangelands wherever and whenever it is of mutual interest to the agencies.

l. Generally in cooperative research involving the parties of this Agreement, FWS research will concentrate on animal physiology, life history strategies, and population dynamics; and FS research will concentrate on habitat associations, habitat use, and animal response to habitat changes.

m. Some of the research conducted by the parties to this Agreement will not involve direct interagency cooperation. While the parties will coordinate their research efforts on fish and wildlife, neither agency will be constrained from pursuing the biologically appropriate lines of scientific inquiry for areas under its purview required to meet its research activities.

n. The FWS Associate Director for Research and the FS Deputy Chief for Research will meet at least annually to coordinate research activities.

o. Appropriate parties shall continue to cooperate in the joint testing of methods for Forest and Rangeland Renewable Resources Planning Act assessments of fish and wildlife resources. This work will ensure adequate information on fish and wildlife and the habitats in support of the multiple responsibilities of each agency. Prime examples of efforts of mutual interest include planning in accordance with the Forest and Rangeland Renewable Resources Planning Act of 1974, and the national and regional comprehensive planning in the FWS (i.e., Service Management Plan, Program Management Documents and Regional Resource Plans).

p. Occasionally there will be controversial issues regarding fish and wildlife resource management. If such issues cannot be resolved at the field or any other administration level by either agency, they will be referred to the next higher administrative level. It is the intent of the parties to this Agreement to work jointly as appropriate on a proposed action prior to the issuance of Regional resource or Forest Plans.

V. EXECUTION/MODIFICATION AND DURATION OF AGREEMENT

This agreement will become effective upon the date subscribed by the last signatory, and shall continue in force until terminated by either agency upon 90 days written notice.

Amendments to this Agreement may be proposed by either party and shall become effective upon approval unless otherwise stated.

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All parties agree that this Agreement shall serve as a guide for the development of Regional Agreements which shall address in more detail those management matters specific to each Region when necessary.

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

Date: 2/10/83 By: /s/
Title: Director, Fish and Wildlife Service

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Date: 2/10/83 By: /s/

1531.61b - Supplement on Spotted Owl

83-IE-002-01

INTERAGENCY AGREEMENT
Between the
FISH AND WILDLIFE SERVICE
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
FOREST SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

AUTHORITY

This Agreement supplements the Master Interagency Agreement between the Fish and Wildlife Service, U.S. Department of the Interior, and the Forest Service, U.S. Department of Agriculture, dated February 10, 1983.

PURPOSE

The Forest Service (FS) and Fish and Wildlife Service (FWS) have the common goal and responsibility of ensuring population viability for the spotted owl (Strix occidentalis).

Guidance documents lack the force and effect of law, unless expressly authorized by statute or incorporated into a contract. USDA may not cite, use, or rely on any guidance that is not available through their guidance portal, except to establish historical facts.

The two agencies wish to cooperate and share information toward that common goal.

The FS agrees to:

Manage habitats on the National Forest System to provide for a number and distribution of spotted owls that insures continued existence of a well distributed population on those lands so they may interact with spotted owls throughout the geographic range of the species.

Specify standards and guidelines in Regional Guides and Forest Plans for the conditions and management of habitats designated to maintain reproductive pairs of spotted owls in order to sustain occupancy and reproduction.

Carry out habitat and population inventories and monitoring sufficient to indicate long-term trends in habitats and populations throughout the National Forest System.

Conduct annual activity reviews of field level compliance with Regional Guide and Forest Plan direction for habitat management and include review results and action plans as part of the annual report to cooperators.

Carry out research activities sufficient to provide empirical information on the validity of assumptions made in planning and population viability analyses, and in time to provide a basis for adjustments in management direction if needed prior to the next plan period.

Provide an annual report to the FWS and other cooperators on conditions and trends in spotted owl populations and habitats in the National Forest System, major results of research, and any adjustments in management direction.

The FWS agrees to:

Cooperate with the FS in reviews and population and habitat inventories, monitoring, and research through active participation in the Spotted Owl Research, Development, and Applications Program.

Coordinate habitat protection and management on other Federal, State, and private lands to seek to ensure that total numbers and distribution of spotted owls sustain a viable species population and prevent isolation of small local populations.

Coordinate with the FS, States, and other Federal agencies in preparation and release of an annual report on range-wide conditions and trends of spotted owl habitats and populations.

The FS and the FWS agree to:

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Implement the emergency authorities available to each agency to alter either management direction or owl protection status should monitoring and research indicate that spotted owl population viability is not being maintained throughout the geographic range of species.

This Memorandum of Understanding may be altered by mutual consent of the parties or cancelled by either party following a 30-day notice of intent to do so and a meeting between the Director, Fish and Wildlife Service, and Chief, Forest Service.

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

Date: 12/1/87 By: /s/ Frank Dunkle
Title: Director, Fish and Wildlife Service

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Date: 12/1/87 By: /s/ F. Dale Robertson
Title: Chief, Forest Service

1531.61c - Memorandum of Understanding for Migratory Bird Conservation

Exhibit 01 sets out the text of the Memorandum of Understanding (MOU) between the Forest Service and the Fish and Wildlife Service related to the agencies' responsibilities to protect migratory birds. This MOU is intended to strengthen migratory bird conservation through enhanced collaboration between the Forest Service and the Fish and Wildlife Service, in coordination with State, tribal, and local governments. This MOU identifies specific activities for cooperation between the Forest Service and the Fish and Wildlife Service that contribute to conservation and management of migratory birds, their habitats, and associated values.

Note: This MOU already in effect between the Forest Service and Fish and Wildlife Service is not the MOU required to be developed by Executive Order 13186, Responsibilities of Federal Agencies To Protect Migratory Birds, which was signed by the President on January 10, 2001, and published in the Federal Register on January 17, 2001 (66 FR 3853). The text of the current MOU in the Purpose section states: "The actions expected under this MOU between the Forest Service and Fish and Wildlife Service will be a precursor to more specific protocols that will be developed in the subsequent MOU, pursuant to the Executive Order."

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1531.61c - Exhibit 01

Memorandum of Understanding Between USDA Forest Service and USDI Fish and Wildlife Service for Migratory Bird Conservation

01-MU-11130117-028

MEMORANDUM OF UNDERSTANDING
BETWEEN
USDA FOREST SERVICE
AND
USDI FISH AND WILDLIFE SERVICE

This Memorandum of Understanding (MOU) is entered into by and between the USDA Forest Service (Forest Service) and the USDI Fish and Wildlife Service (U.S. Fish and Wildlife Service), collectively referred to as the Parties.

A. Purpose

This MOU complements the January 10, 2001, Executive Order [1]on the responsibilities of federal agencies to protect migratory birds. The actions expected under this MOU will be a precursor to help inform more specific protocols that will be developed in a subsequent MOU, pursuant to the Executive Order. The purpose of this MOU is to strengthen migratory bird conservation through enhanced collaboration between the Forest Service and Fish and Wildlife Service, in coordination with state, tribal, and local governments. Specific activities are identified where cooperation between the Parties will substantially contribute to conservation and management of migratory birds, their habitats, and associated values important to the people of the United States of America.

B. Statement of Mutual Interest and Benefit

The Forest Service is recognized as a conservation leader internationally and plays a pivotal role in conservation of migratory bird populations and their habitats, including many nationally and internationally important bird areas. The Forest Service provides programs and expertise in: (1) National Forest Systems, (2) State and Private Forestry, (3) Research and Development, and (4) International Programs. The Forest Service is responsible for management of the National Forests and Grasslands, comprising 192 million acres, and has a legal mandate to provide habitat for viable populations of migratory birds.

The mission of the U.S. Fish and Wildlife Service is to work with others to conserve, protect, manage, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. The U.S. Fish and Wildlife Service's Migratory Bird Program serves as a focal

[1] E.O. 13186 of January 10, 2001 (66 FR 3853, Jan. 17, 2001).

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point in the United States for policy development and strategic planning, program implementation, and evaluation of actions designed to conserve migratory birds and their habitats. The U.S. Fish and Wildlife Service is legally mandated to implement the conservation provisions of the Migratory Bird Treaty Act, which includes responsibilities for population management (e.g., monitoring), habitat protection (e.g., acquisition, enhancement, and modification), international coordination, and regulations development and enforcement.

Both Parties have interests and responsibilities in the conservation and management of America's natural heritage and natural resources. The Parties agree that migratory birds are important components of biological diversity; their conservation and management will sustain ecological integrity, and will meet the growing public demand for outdoor recreation, conservation education, wildlife viewing, and hunting opportunities. Migratory birds are important economically and support communities and businesses.

In consideration of these premises, the Parties agree as follows:

C. Both Parties Shall:

1. Incorporate migratory bird habitat and population management objectives and recommendations into agency planning processes, in cooperation with other governments, state and federal agencies, and non-federal partners. This includes:

a. Promoting the awareness of information contained within comprehensive planning efforts for migratory birds to facilitate its integration into Land and Resource Management Plan (LRMP) revisions and amendments, ecoregional assessments, and site-specific projects. Where available, evaluate and synthesize management objectives and recommendations from these plans. Comprehensive planning efforts for migratory birds include Partners In Flight Bird Conservation Plans, North American Waterfowl Management Plan, U.S. National Shorebird Plan, North American Colonial Waterbird Plan, and the integration of those and other bird conservation planning efforts through the North American Bird Conservation Initiative.

b. Identifying management objectives and recommendations for priority species, suites of species, and habitats or ecosystems for each Bird Conservation Region, National Forest or National Grassland in formats useful to land management planners and decision-makers.

c. Identifying habitats needed by priority species for successful reproduction, migration, and over-wintering, including Important Bird Areas, in conjunction with comprehensive planning efforts for migratory birds, LRMP revisions or amendments, and assessments.

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d. Incorporating migratory bird habitat and population management objectives and recommendations into all phases of agency planning processes as appropriate.

2. Strive to protect, restore, enhance, and manage habitat of migratory birds, and prevent the further loss or degradation of remaining habitats on National Forest System lands. This includes:

a. Identifying management practices that impact populations of high priority migratory bird species, including nesting, migration, or over-wintering habitats, on National Forest System lands, and developing management objectives or recommendations that avoid or minimize these impacts. This will help inform future specific protocols called for in an MOU implementing the Executive Order.

b. Participating in landscape-level planning to facilitate development of conservation actions that benefit priority migratory bird species across multiple land ownerships, such as large-scale watersheds and coastal area restoration projects.

c. Working collaboratively with partners to identify, protect, restore, enhance, and manage Important Bird Areas, Western Hemisphere Shorebird Reserve Network sites, Ramsar sites, and other significant sites that occur on National Forest System lands.

3. In conjunction with State Foresters and State Wildlife Agencies, work with private landowners to identify, protect, restore, enhance, and manage habitat of priority migratory bird species, and prevent the further loss or degradation of remaining habitats on non-federal lands, particularly in Bird Conservation Regions where National Forest System lands are located. This includes:

a. Participating in efforts to identify, protect, restore, enhance, and manage Important Bird Areas that occur on non-federal lands where National Forest System lands occur as part of the broader watershed or bio-region, to the extent practicable.

b. Promoting appreciation and understanding of the migratory bird resources through conservation education and Nature watch programs.

c. Exploring opportunities for cooperation in using land acquisition options (easements, exchanges, etc.) to protect Important Bird Areas and other special migratory bird habitats on non-federal lands.

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4. In conjunction with International Programs, promote migratory bird conservation internationally, working with domestic and international partners. This includes:

a. Assisting other nations in sustaining migratory bird populations and habitats through technical cooperation, forest and grassland policy development and disaster assistance, including conservation planning, project support, cooperative studies, education and training.

5. Promoting collaborative inventory, monitoring, management studies, research, and information exchange related to the conservation of migratory birds and management of their habitats. This includes:

a. Collaborating with Bird Conservation Region coordinators to develop, refine, and implement effective bio-regional bird monitoring programs with increased emphasis on migrating and wintering birds.

b. Collaborating in management studies and research using national protocols and programs, such as BBIRD, to identify the habitat conditions needed by priority migratory bird species, to sustain populations of co-existing species and understand the effects of management activities on them.

c. Sharing inventory, monitoring, research, and study data for breeding, migrating, and wintering populations and habitats in a timely fashion with national data repositories such as Breeding Bird Survey, BBIRD, and MAPS, and the Forest Inventory and Analysis.

6. Provide training on migratory bird population and habitat inventory, management, and monitoring methods and practices. This includes:

a. Developing and sponsoring training regarding management practices that avert detrimental impacts to priority migratory bird species, including nesting, migration, or over-wintering populations and habitats.

b. Developing and sponsoring training regarding implementation of national protocols for determining habitat and population conditions and trends, and management studies for evaluating effects of management activities on bird populations and habitats.

7. Meet annually or as needed to evaluate the implementation of this MOU, at national, regional, ecoregional or local levels.

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Definitions

BBIRD - the Breeding Biology Research and Monitoring Database is a nationwide initiative that employs nest searches throughout the breeding season in specific habitats to monitor primary demographic parameters such as reproductive success and to relate those parameters to specific habitat features at the nest site and large landscape scales; in collaboration with MAPS, BBIRD provides information useful for identifying the underlying causes of bird population changes identified by the Breeding Bird Survey.

Breeding Bird Survey - a standardized international survey that provides information on population trends of more than 250 species, through volunteer observations of breeding birds located along randomly selected 24.5-mile roadside routes in the United States and Canada.

Bird Conservation Region (BCR) - a nested hierarchy of ecologically defined geographic units designed to facilitate the delivery of bird conservation actions within the framework of the North American Bird Conservation Initiative.

Bird Conservation Region coordinator - the designated individual responsible for coordinating, prioritizing, and implementing bird conservation actions among the various partners (Federal and State agencies, private organizations, and others) represented in the BCR.

Comprehensive planning efforts for migratory birds - include Partners In Flight, North American Waterfowl Management Plan, U.S. National Shorebird Plan, Western Hemisphere Shorebird Reserve Network, North American Colonial Waterbird Plan, and the North American Bird Conservation Initiative.

Conservation action - a management action undertaken to improve the conservation status of one or more species of migratory birds; as examples, such actions may include surveys and inventories, monitoring, status assessments, land acquisition or protection, habitat modification, population manipulation, research, outreach, etc.

Conservation planning - strategic and tactical planning of agency activities for the long-term conservation of migratory birds and their habitats.

Conservation recommendation - a recommended conservation or management action found in a strategic or tactical planning document endorsed by one or both Parties, such as those published by any of the comprehensive migratory bird planning efforts.

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Important Bird Area (IBA) - is one of a network of sites of variable size that are considered vital to the long-term conservation of birds; in the United States, the IBA network is a cooperative venture of the American Bird Conservancy and the National Audubon Society.

Management objective - the desired outcome of a management or conservation action.

Migratory bird - an individual of any species protected in the United States by the Migratory Bird Treaty Act; a list of migratory birds can be found in Title 50, Part 10, of the Code of Federal Regulations.

MAPS - The Monitoring Avian Productivity and Survivorship program employs constant-effort mist-net banding throughout the breeding season to monitor primary demographic parameters in small landbirds; in collaboration with BBIRD, MAPS provides information useful for identifying the underlying causes of bird population changes identified by the Breeding Bird Survey.

Priority species - those species that are deemed to be in the greatest need of proactive conservation action to prevent listing as endangered or threatened.

Suites of species - groups of species that share the same ecological requirements, face similar threats, and require similar conservation actions (e.g., grassland-nesting birds, cavity-nesting birds, old-growth forest-dependent birds, wetland-dependent birds).

It is Mutually Agreed and Understood That:

1. Either Party may terminate this instrument, in whole or in part, at any time before the date of expiration by providing the other Party with a written statement to that effect. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.

2. This instrument in no way restricts either Party from participating in similar activities with other public or private agencies, governments, organizations, or individuals.

3. Any information furnished to the Parties under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

4. This instrument in no way alters the respective Party's requirements for conducting environmental analysis, including National Environmental Policy Act requirements.

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5. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

6. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the Parties will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award of any contract or other agreement. Any contract or agreement for training or other service must fully comply with all applicable requirements for competition.

7. Any press releases that reference this MOU, or the relationship established between the Parties of this MOU, shall have prior approval of both Parties.

8. Meetings will be scheduled periodically to review progress and identify opportunities for advancing the agreements of this MOU.

9. The principal contacts for this instrument are as follows:

Joel D. Holtrop, Director
Wildlife, Fish, Watershed, Air
and Rare Plants
U.S. Forest Service
P.O. Box 96090
Washington, DC 20090

Jon Andrew, Chief
Division of Migratory Bird Management
USDI Fish and Wildlife Service
4401 N. Fairfax Drive, Ste. 634
Arlington, VA 22203

10. This instrument is executed as of the last date signed below and expires no later than January 15, 2003, at which time it is subject to review and renewal, or expiration.

The Parties Hereto have executed this agreement as of the last date shown below.

/s/ Mike Dombeck
Mike Dombeck, Chief
U.S. Forest Service

January 16, 2001
Date

/s/ Jamie Rappaport Clark
Jamie Rappaport Clark, Director
U.S. Fish and Wildlife Service

January 17, 2001
Date

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1531.62 - Management and Utilization

1531.62a - Interagency Agreement to Promote Congruous Working Relations

II 83-SIE-004

INTERAGENCY AGREEMENT
BETWEEN
FOREST SERVICE,
U.S. DEPARTMENT OF AGRICULTURE
AND
U.S. FISH AND WILDLIFE SERVICE,
U.S. DEPARTMENT OF THE INTERIOR

I. Purpose: The purpose of the agreement is to promote congruous working relations between the two units to ensure continuity of development on renewable resources by assuring that recreation values of wildlife and fish used in water, land and resource management planning are based on the scientifically defensible analytical methods and data.

II. Authority: Economy Act of June 30, 1932, as amended (31 U.S.C. 686).

III. Work Statement: For a period hereinafter set forth, the Forest Service and U.S. Fish and Wildlife Service shall furnish the necessary services, personnel and funds necessary or incidental to the performance of the work as outlined in this agreement.

A. Specifically, the Forest Service and the U.S. Fish and Wildlife Service agree mutually to:

1. Cooperate fully within the scope of each agency's internal authorities in research and development of analytical methods and data valuing recreational uses of wildlife and fish resources. More specifically, they will cooperate in completing the following tasks: (1) analysis of data on Idaho hunter and fisherman travel costs, expenditures, bids and willingness to pay for recreational uses of wildlife and fish in Idaho; (2) interpret and evaluate the data and analytical methods for potential application in other States for support of both State and Federal planning needs.

2. Build Travel Cost and Contingent Value Models and derive dollar value estimates from these models for hunting and fishing in Idaho. The big game and steelhead Travel Cost and Contingent Value Models and dollar value estimates will be completed by September 1983 if possible, but six months will be required for the analysis after this agreement is signed and adequate data received from the State of Idaho.

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3. Depending on continued funding, the fishing and small game Travel Cost and Contingent Value Models will be build and dollar values derived and interpreted by March 1984 if possible, but six months will be required for the analysis after this agreement is signed and adequate data received from the State of Idaho.

4. Document the procedures for building models and deriving values in manuscripts suitable for submission to appropriate scientific journals.

5. Investigate the possibility of using F&WS National Survey of Fishing and Hunting data base to estimate values for hunting and fishing in other States besides Idaho. Provide a report on the feasibility of using this source within the Forest Service for interim models principally in the eastern States where sample size is highest and the acquisition of primary data is administratively most difficult.

B. Specifically, Forest Service will provide:

1. Data on hunting trips by species, and fishing trips by species for all areas in Idaho. Data will include expenditures and distances traveled by April 1983, or as supplies by the Idaho Department of Fish and Game.

2. Computer time, project supervision and funding for analysis of these data using the Travel Cost and Contingent Value Models starting in April 1983 and until effort is cancelled or modified by either party.

C. Specifically, the U.S. Fish and Wildlife Service:

1. During fiscal year 1983, will provide one third year of an economist (GS-12) that is a specialist in the Travel Cost and Contingent Value Model to statistically analyze the data using these methods starting in April 1983.

IV. Administrative:

A. The period of performance for this agreement is through September 30, 1983. It may be renewed annually by preparation of jointly agreeable modifications.

B. The Forest Service shall reimburse the U.S. Fish and Wildlife Service for costs up to $15,000 for fiscal year 1983, and an estimated $35,000 in fiscal year 1984. Billings on Form SF 1081 shall be directed to the USDA Forest Service, P.O. Box 2417, Room 710 RP-E, Washington, D.C. 20013, Attn: Mike McKinney.

C. Fiscal year 1983 funds shall be reimbursed to U.S. Fish and Wildlife Service account WELUT 806 from Forest Service account, Appropriation 302, Management Code 2205.

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D. Project officers will be:

Joseph Townsend, Team Leader
Western Energy and Land Use Team
U.S. Fish and Wildlife Service
2627 Redwing Road
Fort Collins, Colorado 80526

Jim McDivitt
USDA Forest service
Wildlife and Fisheries
P.O. Box 2417, 607 RP-E
Washington, D.C. 20013

V. Other provisions:

A. Nothing contained in this agreement shall abrogate the statutory responsibility, or authority of either agency signatory to this agreement.

B. Nothing herein shall be construed as obligating the Forest Service or U.S. Fish and Wildlife to expend, or as involving the United States in any contract or other obligation for future payment of money in excess of appropriations authorized by law and administratively allocated for this work.

C. Publication of the results from this cooperative effort will be agreed upon prior to publication by both parties.

D. This agreement will remain in effect until cancelled or modified by either the Forest Service or U.S. Fish and Wildlife Service following 60 days notice of intent by either party in writing. It may be amended or supplemented as appropriate by written or mutual consent of both parties.

E. This agreement is effective upon the last date of execution.

Approved:

/s/
Contracting Officer FWS-9-80-5
Fish and Wildlife Service
U.S. Department of the Interior

May 6, 1983

/s/
J.B. Hilmon
Associated Deputy Chief
for National Forest Systems
U.S. Department of Agriculture

March 29, 1983

Guidance documents lack the force and effect of law, unless expressly authorized by statute or incorporated into a contract. USDA may not cite, use, or rely on any guidance that is not available through their guidance portal, except to establish historical facts.

FWS Reimbursable
15-16-0009-83-1851
II 83-SIE-004-01

Amendment 1
to
INTERAGENCY AGREEMENT
BETWEEN
FOREST SERVICE,
U.S. DEPARTMENT OF AGRICULTURE
AND
U.S. FISH AND WILDLIFE SERVICE,
U.S. DEPARTMENT OF THE INTERIOR

This amends the following provisions of Agreement #83-SIE-004 as follows:

IV. Change Administrative Section to Read as follows:

A. The period of performance for this agreement is through September 30, 1984. It may be renewed annually by preparation of jointly agreeable modifications.

B. The Forest Service shall reimburse the U.S. Fish and Wildlife Service for costs up to $30,000 for fiscal year 1984. Billings on Form SF 1081 shall be directed to the USDA Forest Service, P.O. Box 2417, Room 710 RP-E, Washington, D.C. 20013, Attn: Mike McKinney.

C. Fiscal year 1984 funds shall be reimbursed to U.S. Fish and Wildlife Service account number 86110-1905-643-02 (to WELUT) from Forest Service account, Appropriation 402, Management Code 2205.

Approved:

/s/	/s/
Contracting Officer FWS-9-80-5 Division of Contracts and General Services U.S. Fish and Wildlife Service U.S. Department of the Interior	J.B. Hilmon Associated Deputy Chief for National Forest Systems U.S. Department of Agriculture
Dec. 12, 1983	Nov. 16, 1983

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1531.62b - Interagency Agreement Concerning Air Resource Management

83-SIE-010
IA 0475-3-8007

INTERAGENCY AGREEMENT
BETWEEN
U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE
AND THE
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
CONCERNING AIR RESOURCE MANAGEMENT

I. INTRODUCTION: The Clean Air Act is amended (42 U.S.C. 7401 et. seq.) states the "Federal Land Manager . . . shall have an affirmative responsibility to protect the air quality related values (including visibility) . . . ." on lands under their protection. The National Park Service of the Department of the Interior and the Forest Service of the Department of Agriculture are mandated by this act and others to manage the air resource and related values on all lands under their administration. It is of mutual benefit for the Federal Land Manager to share services, resources and technology to assist each other to meet their responsibility by the most cost effective and efficient manner.

II. PURPOSE: To provide for exchange of information, technology, services, and funds between the National Park Service of the Department of the Interior and the Forest Service of the Department of Agriculture, hereafter called "cooperating agencies", on all aspects of air resource management and to facilitate the cooperative use of air resource management related resources between these cooperating agencies in meeting their Federal Land Manager responsibilities.

III. EXCHANGE OF SERVICES: In keeping with the intent of this agreement, the signers agree that each agency may request service from, or perform service for the other consistent with the Clean Air Act, executive orders, the Code of Federal Regulations, each agency's internal police documents, and this agreement. Such services may include, but are not limited to, the following:

Cause-effect and source-receptor relationships associated with pollutant transport and transformation;

Identification of visibility impairment in class I areas;

Visibility impairment/visitor enjoyment relationships including perceptions of various impairment phenomena and their effect on scenic values;

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Operation of monitoring equipment including remote sensing telemetered systems;

Application of visibility impairment simulation techniques; and

Data analysis and interpretation for optimization of regional monitoring and for use in park interpretation program, regional impact studies, and new pollution source permit reviews

IV. REPORTS: Reports and papers prepared under this agreement shall be provided to the funding agency for review and approval. Such reports must be mutually approved and recognize this cooperative effort before being published or presented.

V. FUNDS: Any funds made available by any party shall be provided within applicable fiscal regulations and available appropriations. Funding for each task shall be decided on a case-by-case basis. The agency responsible for each task shall provide the other with an itemized cost estimate of each task implemented under this agreement. Parties to this agreement are not obligated to make expenditures of funds under terms of this agreement unless such funds are appropriated for the purpose by the Congress of the United States, or are otherwise legitimately available.

VI. REVIEW: This agreement shall be in effect for one (1) year from date of signature. At a mutually agreeable time, representatives of the signature agencies shall meet to review joint planning, desirable transfers of jurisdiction, joint use, operation and maintenance of data, equipment and other resources within their respective jurisdictions. It is the responsibility of the respective representatives who share air resource responsibilities to arrange such meetings.

VII. DELEGATIONS OF AUTHORITY: Subject to the instructions and limitations imposed by these general principles, the Regional Foresters and Station Directors of the Forest Service are hereby granted authority to execute agreements covering any air resource management project and associated service over which they have jurisdiction and interest. Such authority is redelegable.

VIII. IMPLEMENTATION AND TERMINATION: This agreement shall become effective on the day of the last signature and shall remain in effect for one (1) year unless terminated by mutual agreement, or by one agency giving the other agencies ninety (90) days prior, written notice with justification. Modifications must be by mutual agreement, in writing, and amended to the original agreement. Work plans shall be made for each cooperative effort and shall include, at a minimum, a task description, performance standard, completion schedule, funding information and approval process.

IX. AUTHORITIES: This agreement is entered into under the authority of the Economy Act of 1932 (31 U.S.C. 1535) as amended; the National Park Service Organic Act (16 U.S.C. Section 1 et seq.); and the Clean Air Act (42 U.S.C. Section 7475, 7491, and 7403).
X. CONTACTS: The primary contacts for this agreement are:
Director, Watershed and Air Management, USDA Forest Service, P.O. Box 2417, Room 810 RP-E,

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Washington, D.C. 20013, FTS 235-8096, and Contracting Officer, Administration Services Division, National Park Service, 18th & C Streets, N.W., Washington, D.C. 20240, FTS 523-5021.

The Technical Representatives are:

William H. Malm
National Park Service
301 S. Howes St.
Fort Collins, CO 80521
303-491-8248

James O. Blankenship
USDA Forest Service
240 W. Prospect
Fort Collins, CO 80526
FTS 323-1328

/s/
Director, National Park Service
U.S. Department of the Interior

/s/
Chief, Forest Service
U.S. Department of Agriculture

Date

Date

/s/
Contracting Officer
National Park Service

Date

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AMENDMENT NUMBER 1

83-SIE-010-01

INTERAGENCY AGREEMENT # 0475-3-8007
between the
U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE
and the
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

This amendment describes the objectives and funding for visibility data collection and analysis in the States of Washington and Oregon, which the NPS expects to contract for FY 83. A work statement mutually satisfactory to NPS and USDA/FS has been developed and is incorporated herein by reference.

Visibility data will be simultaneously collected for the following class I areas: Crater Lake NP, Mt. Rainier NP, North Cascade NP, and Olympic NP, Pasayten Wilderness (W), Alpine Lakes W, Glacier Peak W. Goat Rocks W, Kalmiopsis W and Mt. Adams W.

Objective 1: Quantify the frequency, extent, and duration of visibility degradation in class I areas by collecting visibility data, and obtaining a library of photographic slides showing current visibility for selected views.

Objective 2: Analyze historical visibility data and by computer methods simulate pictures of various visual air quality conditions at the historic data collection sites.

Transfer of Funds: The Forest Service will advance $65,000 for the collection of visibility data, and $47,000 for the analysis of historical visibility data to the National Park Service. Payment for services described in this amendment will cite Agreement #0475-3-8007 and Account #492-0003-182, and will be accomplished by the USDA Forest Service using a Standard Form 1081 within 30 days of signature of this amendment by both parties. Any unobligated balance as of 9/30/83 shall be returned to the USDA Forest Service.

/s/	/s/
Director, National Park Service U.S. Department of the Interior	Chief, Forest Service U.S. Department of Agriculture
Date	Date
/s/	/s/

Guidance documents lack the force and effect of law, unless expressly authorized by statute or incorporated into a contract. USDA may not cite, use, or rely on any guidance that is not available through their guidance portal, except to establish historical facts.

83-SIE-010-02

AMENDMENT NUMBER 2
INTERAGENCY AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE
AND THE
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

This amends Sections VI and VII of the original agreement dated August 26, 1983 to extend the period of the agreement for three additional years to end on September 30, 1987. All other provisions and amendments shall remain in effect.

/s/
Director, National Park Service
U.S. Department of the Interior

Date

/s/
Chief, Forest Service
U.S. Department of Agriculture

Date

/s/
Contracting Officer
National Park Service

Date

Date

Guidance documents lack the force and effect of law, unless expressly authorized by statute or incorporated into a contract. USDA may not cite, use, or rely on any guidance that is not available through their guidance portal, except to establish historical facts.