

MEMORANDUM OF UNDERSTANDING

between

USDA FOREST SERVICE

and

NATIONAL ASSOCIATION OF STATE FORESTERS

This Service Wide Memorandum of Understanding (SU) is entered into by and between the U.S Department of Agriculture, Forest Service (FS) and the National Association of State Foresters (NASF).

I. PURPOSE

The purpose of this SU is to establish a general framework for cooperation between the above organizations in implementation of the Forest Inventory and Analysis (FIA) program of the USDA Forest Service. Such cooperation is considered to be in the best interest of the United States Government and is consistent with the direction contained in the Agriculture Research, Extension, and Education Reform Act of 1998.

This SU acknowledges the need for the Forest Service, through the FIA program, to establish and maintain basic information on the extent, condition, status, and trends of the Nation's forests. This program will consist of a continuous forest inventory and monitoring program operating across all forest ownerships, gathering and reporting on a core set of information elements in a consistent fashion. The core program will consist of at least three phases of forest observation:

Phase 1: Remote sensing phase for stratification.

Phase 2: A set of ground samples with approximately 1 location per 6,000 acres focused on tree measurements.

Phase 3: A subset of the ground samples with approximately 1 location per 100,000 acres measured during the growing season for an array of forest health related attributes.

The core program will also include questionnaire samples used to produce summary information about forest product outputs and forest landowner trends. Information will be made available annually, and analyzed and reported for each State once every five years. Further details on the program are contained in the Strategic Plan for Forest Inventory and Monitoring, which was submitted to Congress in April 1999.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

It is recognized that both the Forest Service and the National Association of State Foresters have an interest in collecting and distributing reliable information about status and trends in the Nation's forested resources. Forest inventory information is the basis for professional forest management. Forest monitoring information is necessary to assess the sustainability of current forest management practices and proposed forest policy, and to track over time the cumulative effects of land management.

Both organizations are committed to using the Montreal Criteria and Indicators of Sustainability for reporting on the status of forested resources, and both organizations benefit from the FIA program which provides the best source of information for about 1/3 of the indicators.

III. THE NATIONAL ASSOCIATION OF STATE FORESTERS SHALL:

1. Appoint State Foresters or their representatives to participate in the appropriate organizational levels of the FIA program.
2. Act as a clearinghouse to help disseminate information about the FIA program to all State Foresters and to other interested partners as appropriate.
3. Encourage State Forester members to provide resources needed to enhance the base federal FIA program, and to cost share to deliver the full FIA program envisioned by the Agriculture Research, Extension, and Education Reform Act of 1998 (PL 105-185). All allowable cost sharing should be recognized.
4. Encourage State Foresters or their representatives to participate in annual regional user group meetings.

IV. FOREST SERVICE SHALL:

1. Make the FIA program an Agency commitment for the Forest Service, and provide funds necessary to fully implement the base federal program (see Section V.1 below).
2. Retain responsibility, authority, and accountability for training, quality assurance, and program oversight to ensure that data are collected in a scientifically defensible fashion, meeting agreed-upon quality standards.
3. Provide leadership for the FIA program through the Deputy Chief for Research and Development.
4. Utilize an executive, management, and technical decision making structure which includes representation from State Foresters, as defined in the Strategic Plan for Forest Inventory and Monitoring.
5. Data for each state will be made available on an annual basis through publication in a publicly accessible database. Complete analytical reports for each State will be generated at five year intervals in accordance with the Strategic Plan.
6. Produce an Annual Business Report by March 1 of each year describing the inputs, outputs, and outcomes by Region for the FIA program in the previous federal fiscal year.
7. Set up an annual meeting between the Chief of the Forest Service and the President of the NASF, to assess progress in implementing this SU.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. Any expenditure of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided for under separate jointly developed agreements between the NASF and the Forest Service.
2. The base federal FIA program consists of measuring 10% of phase 2 sample locations in every state per year in the western US (Pacific Northwest and Rocky Mountain Research Stations); 15% of the phase 2 sample locations in every state per year in the eastern US (FIA programs conducted by the Northeastern, North Central, and Southern Research Stations); and 20% of the phase 3 sample locations in every state every year. Phases 2 and 3 will be implemented jointly. States or other partners may, at their option, contribute resources to bring the program up to the full 20% per year measurement cycle described in the Strategic Plan. Hawaii, interior Alaska, and Pacific and Caribbean island territories will be treated as special cases with programs designed to meet specific local needs.
3. The base federal program includes a complete core program that is implemented in a consistent fashion across all forest lands including National Forests. 'Complete core program' refers to a complete set of procedures regarding program management, planning, sample design, data collection standards, definitions, protocols, quality assurance, data editing, compilation, analysis, reporting, and data publication activities which will be done in the same fashion across all ownerships. Core program elements will be decided by the FIA management organization

which includes Forest Service and State Forester representatives. Regional FIA units may add to the core program in order to add value for local purposes, but may not alter or omit any portion of the core program.

4. The Forest Service will seek full funding for the base federal program over the next three fiscal years starting in fiscal year 2001. If insufficient funding is provided specifically for this initiative, the Forest Service will redirect other agency funding, in accordance with appropriation law and Congressional guidelines, in order to fund the FIA program. Planned funding is reflected in the following schedule:

Planned Budget, depending upon funds being appropriated or reprogramming being authorized:

| | FY 1999 | FY 2000 | FY 2001 | FY 2002 | FY 2003 |
|---|-------------|-------------|-------------|-------------|-------------|
| Total Planned FIA Budget (dollars in millions) | 33.0 | 39.5 | 48.7 | 56.7 | 64.7 |

5. Once the program is fully funded in fiscal year 2003, the Forest Service will seek sufficient annual appropriations to ensure no erosion in program capacity.
6. All activities under this SU or any agreement(s) written hereunder will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
7. **NON-FUND OBLIGATING DOCUMENT.** This SU is neither a fiscal nor a funds obligation document. Any endeavor including work plans where there is to be reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors and work plans shall be made in writing in a separate and independent agreement by representatives of the participating programs, authorized by appropriate statutory authority. This SU does not provide such authority. Specifically, this SU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
8. **COMPLETION DATE.** This SU will be effective on the date of the last signature affixed hereto, unless sooner terminated, and remain in full force until revoked by one or both parties.
9. **MODIFICATIONS.** Changes within the scope of this SU shall be made by the issuance of a fully executed modification, in writing, by all participating program officials prior to any changes occurring.
10. **RESTRICTION FOR DELEGATES.** No member of, or delegate to, Congress shall be admitted to any share or part of this SU or any agreement(s) written hereunder or to any benefit to arise therefrom.
11. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the NASF and the FS organizations from participating in similar activities with other public or private agencies, organizations, and individuals.
12. **TERMINATION.** Either party(s), in writing, may terminate the instrument in whole, or in part, at any time.

13. PRINCIPAL CONTACTS. The principal contacts for this SU are:

Forest Inventory National Program Leader
USDA Forest Service, R&D, SPPII
1 NW Yates Bldg., PO Box 96090
Washington, DC 20090-6090
(202) 205-1507

Executive Director:
National Association of State Foresters
444 N. Capitol St. Suite 540
Washington, DC 20001
(202) 624-5415

VI. SPECIAL PROVISIONS

None at present.

VII. ADMINISTRATION

This SU shall be administered by the Forest Service and by the National Association of State Foresters. Responsible parties are:

| | | | |
|--|------------|--|------------|
| Mike Dombeck | 2/15/2000 | Stanford Adams | 2/15/2000 |
| <hr/> Michael Dombeck Chief, USDA Forest Service Yates Building, 4NW 201 14th Street SW Washington, DC 20250 | <hr/> Date | <hr/> Stanford Adams President, National Association of State Foresters Hall of States 444 N. Capitol St. Suite 540 Washington, DC 20001 | <hr/> Date |

The FIA program is authorized by one or more of the following acts to perform the above activities:
Public Law 95-307 of June 30, 1978. 92 Stat 353 (Forest and Rangeland Renewable Resources Research Act);
Public Law 100-521 of 1988. (Forest Ecosystems and Atmospheric Pollution Research Act);
Public Law 105-185 of June 13, 1998. [16 USC 1642 (e)] (Agricultural Research, Extension, and Education Reform Act).