

FS Agreement No. 17-MU-11132600-110
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
NATIONAL ASSOCIATION OF STATE FORESTERS
And The
USDA, FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between The National Association of State Foresters hereinafter referred to as "NASF," and the United States Department of Agriculture (USDA), Forest Service, hereinafter referred to as the "U.S. Forest Service."

Background: The National Association of State Foresters and the U.S. Forest Service have a long history of working together in implementing the Forest Inventory and Analysis (FIA) program. This MOU continues that relationship for the mutual benefit of both parties.

Title: Forest Inventory and Analysis (FIA)

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to implement the Forest Inventory and Analysis (FIA) program of the U.S. 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, and Section 8301 of the Agriculture Act of 2014 (2014 Farm Bill).

This MOU acknowledges the need for the U.S. Forest Service, through the FIA program, to maintain and enhance basic information on the extent, condition, status, and trends of the Nation's forests. This program consists of a continuous forest inventory and monitoring program operating across all geographies and forest ownerships, gathering and reporting on a core set of information elements in a consistent fashion. The program includes three core elements: the base continuous forest inventory and monitoring system of the United States, a national woodland owner survey and a timber products output survey.

The base forest inventory consists of at least two phases of forest observations:

Phase 1: Remote sensing phase for land cover and land use measurement and stratification.

Phase 2: A set of ground samples with approximately 1 location per 6,000 acres focused on tree, forest, and descriptive site measurements. This also includes sampling on a subset of Phase 2 plots with enhanced forest measurements covering non-traditional forest measurements.



The National Woodland Owner Survey (NWOS) is the official census of forest owners in the United States. NWOS questionnaires are used to produce summary information about forest land owner trends. Information is made available annually, and analyzed and reported for each State once every five years.

A third core element is the Timber Products Output (TPO) survey and resulting database. Through annualized survey of mills and other wood processing facilities, the FIA program is able to track the flow of raw materials and finished wood products throughout the country. Information is gathered from each facility biannually and reported annually. This includes harvest and utilization studies conducted to understand tree harvest and utilization trends.

Further details on the program and various implementation options dependent on program funding are contained in the 2015 Strategic Plan for Forest Inventory and Analysis (2015 FIA Strategic Plan). As described in section V below, the core program is not necessarily fixed for the duration of this agreement, but subject to modification and expansion as mutually agreed to by state and federal representatives in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties recognize that healthy forests are a critical component of our Nation's landscape. Forest lands, as well as trees and forests on agricultural, suburban, urban and other lands, provide clean air, carbon sequestration, climate change resilience; flood protection; wildlife habitat; recreation; aesthetic enjoyment; jobs; livelihoods; and economic stimulus. Healthy forests are also vital to clean and abundant supplies of water. The Parties further recognize that our Nation's forests face many threats, including the following: development pressures, landscape fragmentation, increasing wildfires, increased damage due to native and invasive pests and pathogens, climate change, and trends toward smaller forest parcels and more owners.

In light of these threats and opportunities, it is recognized that both the U.S. Forest Service and the NASF have an interest in collecting and distributing reliable information about status and trends of the Nation's forested resources, fundamental for forest investments. Forest and tree inventory information is the basis for professional forest management as well as for those that manage trees as an element of other disciplines, such as agriculture or urban planning. 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. The Parties are also committed to advocating for and using the FIA program as the go-to source of information for increasing data needs associated with tracking forest carbon and assessing forest sustainability.



The Parties recognize that not only do states have interests in healthy forests, which are documented in State Forest Action Plans aligned with U.S. Forest Service objectives and mandates, but that states are essential implementing partners in the FIA program. NASF member states are in a unique position with respect to FIA program delivery, a fundamental partner contributing significant dollars (upwards of 10% of annual program funding) to field data collection and analysis nationwide.

In consideration of the above premises, the parties agree as follows:

III. THE NATIONAL ASSOCIATION OF STATE FORESTERS SHALL:

- A. Appoint State Foresters or their representatives to participate in FIA-related committees at the various organizational levels of the FIA program, which include national and regional programmatic discussions as well as state-level operational discussions.
- B. Act as a clearinghouse to help disseminate information about the FIA program to all State Foresters and to other interested partners as appropriate.
- C. 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) and the 2015 FIA Strategic Plan completed as requested by the 2014 Farm Bill.
- D. Encourage State Foresters or their representatives to participate in periodic national and regional FIA program meetings.
- E. Participate in an annual meeting between the Chief of the U.S. Forest Service and the President of the NASF, to assess cooperative efforts set forth in this MOU.

IV. THE FOREST SERVICE SHALL:

- A. Make the FIA program an Agency commitment for the U.S. Forest Service, disclosing and seeking the funding level necessary to fully implement the base federal program.
- B. Retain responsibility, authority, and accountability for training, quality assurance, and program oversight to ensure that data are collected in a scientifically defensible fashion, meeting quality standards developed through the FIA executive, management, and technical organization.
- C. Provide coordinated leadership for the FIA program through the Deputy Chief for Research and Development and the Research Station Directors, as listed in the 2014 Farm Bill.



- D. Make available 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.
- E. Participate in an annual meeting between the Chief of the U.S. Forest Service and the President of the NASF, to assess cooperative efforts set forth in this MOU.
- F. Continuously strive to increase efficiency in program delivery, in particular recognizing and supporting elements where State Forestry organizations have the ability and desire to provide added benefit and efficiency, and support state efforts to increase internal technical program capacity.

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

- A. 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 parties.
- B. The base federal FIA program consists of measuring 10% of phase 2 sample locations (10-year cycle) in every state per year in the western US (FIA Programs conducted by the Pacific Northwest and Rocky Mountain Research Stations) and 15% of the phase 2 sample locations (7-year cycle) in every state per year in the eastern US (FIA programs conducted by the Northern and Southern Research Stations). When federal funding is inadequate to deliver this base program, states or other partners may, at their option, contribute resources to bring the program up to the full 20% per year measurement cycle envisioned in the Agriculture Research, Extension, and Education Reform Act of 1998 (PL 105-185) and the 2015 FIA Strategic Plan in support of the 2014 Farm Bill request. Interior Alaska is implemented as a periodic inventory in cooperation with the State Forester of Alaska. Hawaii and Pacific and Caribbean island territories are treated as special cases with programs designed to meet specific local needs.
- C. The base federal program includes a complete national 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 national core program.



- D. 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 2015 FIA Strategic Plan.
- E. The U.S. Forest Service will disclose the funding level necessary to achieve the base federal program and will strive towards this funding level through the budget justification process to prevent erosion in program capacity. Such disclosures are addressed annually in the FIA Business Report.
- F. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jay Farrell Executive Director 444 N. Capitol St. Suite 540 Washington, DC 20001 Telephone: 202) 624-5415 FAX: (202) 624-5407 Email: jfarrell@stateforesters.org	Same as Program Contact

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Gregory Reams National Program Leader, FIA 201 14 th Street, SW Washington, DC 20250 Telephone: (703) 605-4189 Email: greams@fs.fed.us	John Hefner 1400 Independence Ave SW Washington, DC 20250 Telephone: (775) 720-6995 Email: jvhefner@fs.fed.us

- G. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this NASF acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and



debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If the National Association of State Foresters fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NASF has expended in violation of sections 433 and 434.

- H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The National Association of State Foresters is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To The National Association of State Foresters, at The National Association of State Foresters's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or The National Association of State Foresters from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. ENDORSEMENT. Any of The National Association of State Foresters's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of National Association of State Forester's products or activities.
- K. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective



instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

L. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The National Association of State Foresters to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

N. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

O. TEXT MESSAGING WHILE DRIVING.

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

P. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The National Association of State Foresters is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



"The Forest Inventory and Analysis of the U.S. Forest Service, Department of Agriculture, in collaboration with the National Association of State Foresters maintain and enhance basic information on the extent, condition, status, and trends of the Nation's forests."

The National Association of State Foresters may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The National Association of State Foresters is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- Q. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The National Association of State Foresters shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- R. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The National Association of State Foresters shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- S. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- T. DEBARMENT AND SUSPENSION. The National Association of State Foresters shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into



covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The National Association of State Foresters or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- U. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- V. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 21, 2027 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Bill Crapser

4/28/17

BILL CRAPSER, President
National Association of State Foresters

Date

Thomas L. Tidwell

4/10/17

THOMAS L. TIDWELL, CHIEF
U.S. FOREST SERVICE

DATE

The authority and format of this instrument have been reviewed and approved for signature.

JOHN HEFNER

Digitally signed by JOHN HEFNER
DN: cn=US, o=U.S. Government, ou=Department of Agriculture,
cn=JOHN HEFNER, 0.9.2342.19200300.100.1.1=12001002651073
Date: 2017.03.08 10:29:54 -08'00'

3/8/2017

JOHN HEFNER, WO
U.S. Forest Service Grants & Agreements Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, and 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.