

MEMORANDUM OF UNDERSTANDING
between the
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
and
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Title: Cooperation on Forest Assessment and Monitoring

I. PARTIES

This Memorandum of Understanding (MOU) is hereby entered into by and between the United States Department of the Interior, Bureau of Land Management hereinafter referred to as the “BLM”, and the United States Department of Agriculture Forest Service, hereinafter referred to as the “Forest Service”; jointly referred to as the “Parties.”

II. AUTHORITY

1. The Federal Land Policy and Management Act (43 U.S.C. § 1737(b)).
2. The National Forest Management Act of 1976 (16 U.S.C. 1600 note).

III. PURPOSE

The purpose of this MOU is to outline cooperation between the Forest Service and the BLM for continued and effective coordination and information sharing on forest structure data (e.g. forest stand and landscape scale conditions). The Parties expect ongoing future updates to forest structure information through processes collaboratively developed by the two agencies over the past several years. This information provides a basis to assess progress and make improvements to planning and the management of forests on BLM and Forest Service lands.

IV. STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Forest Service and the BLM share mutual interest in maintaining resource assessment and monitoring data for forests under their stewardship. This information supports the agencies in implementing their missions to sustain the health, diversity, and productivity of the public lands for present and future generations. It is specifically useful for developing land management plans, resource management plans, project plans and tracking progress as those plans are implemented. Therefore, the BLM and the Forest Service will benefit from ongoing coordination and information sharing about these resources.

Now, therefore, in consideration of the above premises, the Parties agree as follows.

The BLM agrees:

1. To designate a point of contact and regularly coordinate with the Forest Service on forest structure and related forest management information issues.
2. To update forest structure definitions as the BLM undergoes planning and other efforts to improve identification of forests, forest age classes, and related forest structure attributes on public lands.

3. To share data on forest structure and related forest management information with the Forest Service.
4. BLM-HQ-220 will identify and communicate ongoing efforts to evaluate risks to forests on public lands.
5. To continue conversations with the Forest Service about forest biomass activities of common interest.

The Forest Service agrees:

1. To regularly coordinate with BLM on forest structure and related forest management information issues.
2. To establish periodic open seasons to incorporate changes in BLM forest structure definitions and related forest management information into iterations of the National forest structure inventory and other analysis efforts.
3. To provide BLM updated forest management information as inventories and related analyses are updated.
4. To inform the BLM on changes in forest management data, sampling methods or other issues that might affect use of the data, including contributions to the forest inventory.
5. To include BLM-managed forest in updates and refinements to national forest inventories.
6. To communicate with BLM whenever Forest Service changes definitions of forest structure where the BLM has relied upon the Forest Service definitions for BLM lands.
7. To include BLM employees as appropriate on FS forest biomass informational meetings.

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

1. Nothing in this MOU may be construed to obligate the Parties to expend any current or future funds or other obligations for the payment of money.
2. This MOU is neither a fiscal nor a funding obligation document. Specific activities that involve the transfer of money, services or property between or among the Parties will require execution of separate agreements or contracts in accordance with applicable laws, regulations and procedures.
3. Nothing in this MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of the Parties.
4. This MOU is not intended to, and does not, create any right or benefit, substantive, or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.
5. This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU binds the Parties to perform beyond their respective authorities.
6. If any term of this MOU is held to be invalid or illegal, such term or provision shall not affect the remaining terms and provisions.
7. Any modifications to this MOU must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties.
8. This MOU may be terminated by any of the Parties following at least 30 days written notice to the other Party.

9. The MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU. The MOU shall remain in effect for five years from the effective date unless terminated, extended, or cancelled at which time it will expire.

VI. ADMINISTRATION

The MOU principal technical points of contact are Aaron Kamoske and Scott Barndt, Ecosystem Management Coordination and Wade Salverson – Senior Forester HQ-220.

For the BLM: Sharif Branham, Assistant Director for Resources and Planning – BLM HQ-200.

For the Forest Service: Jamie Barbour, Assistant Director, Ecosystem Management Coordination.

VII. EFFECTIVE DATES

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

Sharif Branham
Assistant Director for Resources and Planning, HQ-200
Bureau of Land Management

Date

Linda Walker
Director, Ecosystem Management Coordination
USDA Forest Service

Date