

For: State Offices

EFRP Technical Assistance (TA) Interagency Agreement (IA) With FS

Approved by: Deputy Administrator, Farm Programs



1 Overview

A Background

1-EFRP, Part 1, Section 6, provides guidance on technical services for EFRP. To clarify the responsibilities for FSA and FS and provide funding for EFRP Technical Assistance, an Interagency Agreement and Reimbursable Agreement (AD-672) were recently signed at the national level.

B Purpose

This notice provides policy about the following:

- national IA with FS for EFRP TA
- working with State Foresters and FS on EFRP TA.

C State Office Contact

If there are questions about this notice, contact Jim Michaels, FSA EFRP specialist, by either of the following:

- e-mail at james.michaels@wdc.usda.gov
- telephone at 202-690-0794.

Disposal Date	Distribution
June 1, 2011 4-11-11	State Offices; State Offices relay to State Forester

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2 Policy

A Administering EFRP TA Agreements

FSA will continue to administer all EFRP TA agreements, including compliance determinations.

B Environmental and Cultural Resource Compliance

FSA will continue to serve as the lead Agency for purposes of complying with the provisions of NEPA, National Historic Preservation Act, Endangered Species Act of 1973, and other applicable laws, Executive Orders, and regulations as provided for in 1-EQ and 7 CFR Part 799.

C Major Responsibilities of State Office for EFRP TA

To help provide efficient and timely EFRP TA, the State Office is responsible for **all** of the following:

- providing EFRP policy guidance and materials to State Forestry agencies, including copies of practice policies, procedures, and applicable notices

Note: Foresters may contact designated State FSA officials for clarification of policy guidance.

- reviewing the statement of actual costs incurred in providing the technical services, submitted by the State forester or designee, and providing a recommendation to the FS Regional Office or Institute that will issue the grant on payment within 15 calendar days of receipt; costs should **only** be associated with the following:
 - deliverables described in IA, subparagraph IV(a)(2) in Exhibit 1 for counties approved for EFRP implementation, according to 1-EFRP
 - other items described in the grant from FS and approved by EFRP specialist.

D Major Responsibilities of County Office for EFRP TA

To help provide efficient and timely EFRP TA, the County Office is responsible for providing **all** of the following:

- a copy of FSA-848, after page 1 is completed and signed by the participants, and an electronic copy of the aerial photograph or GIS layer by, e-mail to the State forester or designee to perform an initial site inventory

Note: If an electronic copy of the aerial photograph is not available, a paper copy will be provided. The photo will include an outline of the tracts of land for which an EFRP application has been received.

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2 Policy (Continued)

D Major Responsibilities of County Office for EFRP TA (Continued)

- guidance to the State forester or designee on filling out the TA portion of FSA-848 and FSA-848B
- electronic notification and hard copy of signed FSA-848, FSA-848A, and a copy of FSA-848B, to the State forester or designee
- electronic notification of completed EFRP practices for certification to the State forester or designee.

E Providing Reimbursement to FS for Technical Assistance

National Office is responsible for **all** of the following:

- providing FS with a list of counties approved for EFRP implementation and the allocation amounts
- reimbursing FS for TA on a quarterly basis, or as billed by FS

Note: EFRP reimbursement will **not** exceed 8 percent of the current allocation of funds for EFRP for that EFRP disaster designation in each State.

- recording EFRP TA payments in the Conservation Funds Ledger System.

3 Action

A State Office Action

State Offices shall:

- review IA with their State forestry counterparts
- immediately implement the provisions of this notice.

B County Office Action

County Offices shall immediately implement the provisions of this notice.

EFRP TA IA

Interagency Agreement

Between

The Forest Service

And

Farm Service Agency

**For Provision of the Technical Assistance for
the Emergency Forest Restoration Program**

Through September 30, 2015

I. Purpose

The purpose of this Interagency Agreement (IA) is to provide for the implementation, cooperation, expectations, and responsibilities between the Forest Service (FS) and Farm Service Agency (FSA) in carrying out technical assistance for the Emergency Forest Restoration Program (EFRP).

II. General Provisions

Technical assistance is needed for the implementation of EFRP. FSA has determined that FS, acting through the State forestry agencies, have personnel with expertise who can provide technical assistance needed for the implementation of the EFRP.

III. Authority

The authorities for FSA and FS to enter into this agreement and FS to provide technical assistance for EFRP are the Economy Act (31 U.S.C. § 1535), section 407 of the Agricultural Credit Act of 1978 (16 U.S.C. § 2206), and the regulations at 7 CFR part 701, subparts A—General and C—Emergency Forest Restoration Program.

EFRP TA IA (Continued)

IV. Responsibilities

FS and FSA agree, subject to the availability of funds, that:

a. FS will:

1. As requested by FSA, provide grants for technical assistance to State forestry agencies for assistance to owners of nonindustrial private forest land (forest owners) to carry out emergency measures to restore the land that was damaged by a natural disaster that occurred on or after January 1, 2010. The grants will allow for the State forestry agencies to do the work directly, or to hire private sector technical assistance providers. The State forestry agencies will provide assurances to the FSA that all technical work to restore eligible land will meet State Forestry standards.
2. FS Region, Area, or Institute shall ensure that deliverables from the State Forestry Agencies to the FSA shall be included in the grant as follows:
 - a. Timely completion of site visits and a damage evaluation within 45 calendar days of request from FSA;
 - b. Documentation of the needs determination for each EFRP application on form FSA-848, page 2, consistent with State forestry standards which prescribe forestry practices including site preparation, proper tree planting recommendations, thinning and any other recommended forestry practices needed;
 - c. An aerial photocopy of the site or GIS layer, as supplied by FSA, that denotes suitability for EFRP practices and delineates the tract and proposed practice components on the tract;
 - d. A job sheet or similar documentation delineating out the site preparation, planting, and management requirements of the proposed practices consistent with the standards in handbook 1-EFRP and other USDA policies;
 - e. A schedule of planned activities and the estimated cost of the practices and components to be completed by the forest owner;
 - f. Informational material to assist the forest owner in reforesting the site and, if appropriate, management measures for wildlife and the control of noxious and/or invasive species;
 - g. An estimate of loss due to disaster conditions;

EFRP TA IA (Continued)

- h. A determination in writing of whether the tract meets the land eligibility requirements, including whether the land is nonindustrial private forest land for the EFRP;
- i. Timely completion of performance certifications within 45 days of request from FSA, including providing verification of proper practice installation on form FSA-848B to the county FSA office;
- j. Assurance that seedlings come from appropriate seed sources (if possible from endemic seed sources);
- k. Site inspections and technical assistance be provided if a forestry practice failure occurs;
- l. Timely submittal of billing, including from State Forestry Agencies, by submission of written requests for payment from FSA within 30 days after final reimbursement figures are calculated according to this IA for all technical assistance work completed, and submittal to the appropriate State FSA Office on a quarterly basis a statement of actual costs incurred in providing the technical services during the fiscal year consistent with the terms of the IA;
- m. Adherence to FSA environmental and cultural resource policy in FSA's Environmental Quality Programs Handbook 1-EQ regarding compliance with the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Clean Water Act, and all other applicable Federal, State, Tribal, and local environmental laws, regulations, and Executive Orders;
- n. Completion of form FSA-850, to document the potential environmental impacts associated with the proposed EFRP agreement and associated conservation practices and for recommending further action by FSA to complete their regulatory responsibilities;
- o. Submittal of available information supporting the recommendations and findings on the form FSA-850, Environmental Evaluation Worksheet or State modified version to FSA County Office. FSA will complete required consultation before signing the FSA-850 form or State modified form and carry out such consultation with the State Historic Preservation Offices (SHPO) and Tribal governments or their Tribal Historical Preservation Offices (THPO), as is necessary. This will ensure

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that FSA will make an informed decision regarding the effects if its proposed actions and any alternatives considered.

- b. FSA has overall program authority and responsibility and will:
 1. Administer all EFRP agreements, including compliance determinations.
 2. Provide EFRP policy guidance and materials to State Forestry agencies, including copies of practice policies and procedures and all applicable notices. Foresters may contact designated State FSA officials for clarification of policy guidance;
 3. Provide guidance to the State forester or designee on filling out the technical assistance portion of forms FSA-848 and FSA-848B;
 4. Provide a copy of form FSA-848 and an electronic copy of the aerial photograph or Geographic Information System (GIS) layer by email to the State forester or designee to perform an initial site inventory. If an electronic copy of the aerial photograph is not available, a paper copy will be provided. The photo will include an outline of the tract(s) of land for which an EFRP application has been received. Form FSA-848 will contain the following:
 - a. EFRP Applicant Name(s);
 - b. Address;
 - c. Phone number;
 - d. Location;
 - e. Proposed practice(s) and acreage requested; and
 - f. Landowner permission to enter the property.
 5. Provide electronic notification and hard copy of signed forms FSA-848, FSA-848A, and a copy of the FSA-848B, to the State forester or designee.
 6. Provide electronic notification of completed EFRP practices for certification to the State forester or designee.
 7. Ensure that State FSA Offices review the statement of actual costs incurred in providing the technical services, submitted by the State forester or designee, and provide a recommendation to FS on payment within 15 days of receipt.
 8. Provide reimbursement to FS for technical assistance on a quarterly basis, or as billed by FS. EFRP reimbursement will not exceed 8

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percent of the current allocation of funds for EFRP for that EFRP disaster designation in each state.

9. Serve as the lead agency for purposes of complying with the provisions of the NEPA, NHPA, ESA, and other applicable laws, Executive Orders, and regulations as provided for in FSA's Environmental Quality Programs Handbook 1-EQ and 7 CFR part 799.
10. Complete all consultations with the SHPO, THPO, Tribal governments, as required of the lead agency, and all findings of historic property National Register of Historic Places eligibility and effects to these properties, as required by the Advisory Council on Historic Preservation (ACHP) regulations at 36 CFR Part 800. FSA will make the final determination of finding of effects in regard to the potential impacts to the environment, determinations of eligibility, and effect and decisions on appropriate treatments regarding cultural resources related to the proposed EFRP agreement and associated conservation practices according to regulations at 36 CFR part 800.2(a)(2).
11. Complete all consultations with the U.S. Fish and Wildlife Service and National Marine Fisheries Service, as required by the lead agency, including the development of Biological Assessments or other documentation as deemed appropriate in order to make and support the determination of finding of effects in regard to the potential impacts to the environment, and effect and decisions on appropriate treatments regarding at-risk species and other natural resource concerns, related to the proposed EFRP agreement and associated conservation practices.

EFRP TA IA (Continued)

c. Technical and Administrative Contacts:

1. FSA

a. ADMINISTRATIVE:

Jean Agapoff
 USDA FSA
 Conservation Environmental Programs Division
 1400 Independence Avenue, SW
 Stop Code - 0513
 Washington, DC 20250
 Telephone Number: 530-792-5594
 Facsimile Number: 202-720-4619
 Email Address: jean.agapoff@ca.usda.gov

b. TECHNICAL:

Katina Hanson
 USDA FSA
 Conservation Environmental Programs Division
 1400 Independence Avenue, SW
 Stop Code - 0513
 Washington, DC 20250
 Telephone Number: 202-720-0062
 Facsimile Number: 202-720-4619
 Email Address: katina.hanson@wdc.usda.gov

2. FS

a. ADMINISTRATIVE:

Zanetta D. Bowden
 US Forest Service, Cooperative Forestry
 1400 Independence Avenue, SW .
 Yates Building, 4SE
 Washington, DC 20250-1123
 Telephone Number: 202-205-0981
 Facsimile Number: 202-205-1271
 Email Address: zbowden@fs.fed.us

b. TECHNICAL:

Karl R. Dalla Rosa
 1400 Independence Avenue, SW .
 Yates Building, 4SE
 Washington, DC 20250-1123
 Telephone Number: 202-205-6206
 Facsimile Number: 202-205-1271
 Email Address: kdallarosa@fs.fed.us

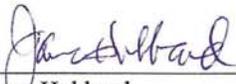
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- d. FS and FSA agree to the following provisions:
1. To fully comply with the information gathering provisions of section 1619 of the Food, Conservation, and Energy Act of 2008, 7 U.S.C. 8791(b), section 1244(b) of the Food Security Act of 1985, 16 U.S.C. 3844(b), the Privacy Act, the Freedom of Information Act, and related acts concerning privacy and the dissemination of records.
 2. To enter into a funded interagency agreement (Form AD-672) at the beginning of each fiscal year based on the life of this IA and any amendments hereto, for EFRP technical assistance grants. Each funded interagency agreement will contain reimbursement of FS established indirect costs at the rate of 2.1 percent.
 3. To amend the interagency agreement, as deemed necessary by FSA, based upon current funds allocated for EFRP implementation areas in each State.
 4. To cooperate at all levels to ensure consistent implementation of EFRP policies and procedures. When differences occur, the parties will provide information and recommendations to the next level (i.e. State forestry agencies would forward information and recommendations to FS, and FSA County Offices would forward information to FSA State Offices who would then forward information to FSA national office, as necessary). The Chief, FS, and Administrator, FSA, have final authority for ensuring consistent implementation of EFRP policies and procedures.

In accordance with established intergovernmental business procedures, parties to this agreement shall settle disputes unrelated to EFRP policies and procedures under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2011-04, Section VII (“Resolving Intragovernmental Disputes and Major Differences”).
 5. This IA may be terminated at any time by one party providing 30 calendar days written notice. Should this IA be terminated, billing will be submitted for services rendered.
 6. This IA is effective when signed by both parties, and shall continue in full force through September 30, 2015.
 7. This IA may only be modified by amendment duly executed by the Administrator, FSA, and the Director, Cooperative Forestry Staff, FS or their written designee(s).

EFRP TA IA (Continued)

8. All funding commitments in this IA are subject to the availability of funds. In the event that adequate funding is not made available, FSA and FS may terminate their responsibilities under this agreement as agreed to under the termination provisions of this agreement.

 _____ James Hubbard Deputy Chief, State and Private Forestry US Forest Service	<u>11/25/11</u> Date	 _____ Jonathan W. Coppess Administrator Farm Service Agency	<u>1/21/2011</u> Date
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The authority and format of this instrument have been reviewed and approved for signature.

 _____ PATRICIA S PALMER U.S. Forest Service Grants & Agreements Specialist	<u>1/20/2011</u> Date
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