

Memorandum of Agreement

Between

The Bureau of Land Management

And

Farm Service Agency

For Provision of Technical Assistance for

**the Biomass Crop Assistance Program (BCAP) Matching Payments on Collection,
Harvest, Storage and Transportation of Eligible Materials from Public Lands
Managed by the Bureau of Land Management**

Through September 30, 2018

I. Purpose

The purpose of this Memorandum of Agreement (MOA) is to supplement any interagency agreement (FMS 7600A) established between the Bureau of Land Management (BLM) and Farm Service Agency (FSA) that funds technical assistance for the Biomass Crop Assistance Program (BCAP) related to the removal of certain woody eligible materials from public lands managed by the BLM to further detail the responsibilities with regard to that technical assistance.

II. General Provisions

Technical assistance is needed for the implementation of BCAP. FSA has determined that BLM has personnel with expertise who can provide technical assistance needed for the implementation of the BCAP. These services cannot otherwise be provided as conveniently or cheaply by contracting with a commercial enterprise.

III. Authority

Section 9010 of the Agricultural Act of 2014 (Pub. L. 113-79), the Economy Act (31 U.S.C. § 1535), and the regulations at 7 CFR part 1450, subparts A— Common Provisions and B— Matching Payments, as qualified by the Notice of Funds Availability for the Biomass Crop Assistance Program (79 FR 33492-33495, June 11, 2014). Other authorities may apply.

IV. Responsibilities

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

- a. BLM will:
 1. In response to a FSA State Conservation Specialist's request, as further described in section (b)(3), to the BLM field manager or designee, complete an evaluation sheet, as further described in paragraph 2, with respect to a proposed collection/harvest of forest residues from BLM public lands and provide technical assistance and compliance certification needed to administer the matching payments provision of BCAP, which assists eligible material owners that collect, harvest, store, and transport eligible materials from BLM managed land (as defined in the BCAP regulations at 7 CFR part 1450 or as qualified by most recent NOFA for BCAP matching payments) to an approved qualified biomass conversion facility. BLM and FSA anticipate entering into interagency agreements annually with respect to the services to be provided by BLM to FSA contemplated under this memorandum. Each annual interagency agreement will provide for BLM to evaluate and certify that any proposed collection/harvest with respect to which FSA makes a request for completion of an evaluation sheet is compliant with the applicable forest stewardship plan or equivalent plan, as the case may be, and that the collection/harvest satisfies the BCAP matching payment requirements for forest residue as a by-product of preventative treatment to reduce hazardous fuel or reduce or contain disease or insect infestation.
 2. Ensure that an evaluation sheet (incorporated by reference and attached to this agreement) is completed for each proposed collection/harvest of forest residues from BLM public lands within 45 calendar days of request from FSA. In order to complete the evaluation sheet, FSA and BLM expect the following may be necessary:
 - a. Timely completion of site visits, and evaluation of conformity of the proposed harvest or collection with the applicable Forest Stewardship Plan or equivalent plan;
 - b. Certification by the BLM field manager that the proposed harvest/collection complies with the applicable BLM contract terms between BLM and the owner of the material to be collected or harvested;

- c. Use of Shapefiles, which will be supplied by FSA, applicable to the proposed collection/harvest to verify that the material owner is authorized to collect or harvest from the proposed tracts; and
 - d. Provide a BLM forester's determination and certification of whether the proposed eligible material collection/harvest is a byproduct of a preventative treatment to reduce hazardous fuel or to reduce or contain disease or insect infestation and is in compliance with the forest stewardship plan or equivalent plan and forestry standards.
3. Submit timely written requests for payment to the appropriate FSA State office.
- a. On a monthly basis, a statement of actual costs incurred in providing the technical services including the per hour (salary and benefits) labor costs and the actual time expenditure per task.

Within 30 calendar days following completion of the work, final reimbursement figures for all technical assistance work completed under this MOA and the applicable annual interagency agreement.

4. Adhere 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.
- b. FSA has overall program authority and responsibility and will:
 - 1. Administer all BCAP matching payment agreements, including BCAP program compliance determinations.
 - 2. Provide BCAP policy guidance and materials to the BLM, including copies of practice policies and procedures and all applicable notices. BLM foresters may contact designated State FSA officials for clarification of policy guidance.

3. Initiate a technical assistance request by emailing the BLM field manager or designee an electronic copy of the evaluation sheet and accompanying Shapefile. The BCAP Shapefile will include an outline of the tract(s) of land for which a BCAP application has been received. The evaluation sheet will contain the following information:
 - a. BCAP Applicant Name(s);
 - b. Address;
 - c. Phone number;
 - d. Location; and
 - e. Proposed collection or harvest tonnage projections and acreage requested.
 4. Provide electronic notification of completed BCAP practices for certification to the BLM forester or designee.
 5. Ensure that State FSA Offices review the monthly statement of actual costs incurred in providing the technical services submitted by the BLM forester or designee, and provide a confirmation of receipt to BLM within one month.
 6. Provide reimbursement to BLM for technical assistance as provided on the FMS 7600B. BCAP reimbursement will be based on BLM tasks and costs. .
- c. BLM 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 (FMS 7600A) at the beginning of each fiscal year based on the life of this MOA and any amendments hereto, for BCAP technical assistance.
 3. To cooperate at all levels to ensure consistent implementation of BCAP policies and procedures. When differences occur, the parties will provide information and recommendations to the next level (i.e. local BLM foresters or designee would forward information and recommendations to BLM, and FSA County Offices would forward information to FSA State Offices, who would then forward information to FSA national office, as necessary). The Assistant Director of Renewable Resource and Planning, BLM, and

Administrator, FSA, have final authority for ensuring consistent implementation of BCAP policies and procedures.

In accordance with established intergovernmental business procedures, parties to this agreement shall settle disputes related to BCAP policies and procedures arising under this MOA or the applicable annual interagency agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2011-04, Section VII (“Resolving Intragovernmental Disputes and Major Differences”).

4. This MOA may be terminated at any time by either party providing 30 calendar days written notice. Should this MOA be terminated, billing will be submitted for services rendered.
5. This MOA is effective when signed by both parties, and shall continue in full force through September 30, 2018, unless earlier terminated by either party.
6. This MOA may only be modified by amendment duly executed by the Administrator, FSA, and the Assistant Director, BLM or their respective written designee(s).
7. Any interagency agreements made in relation to this MOA is subject to the availability of funds.

V. Technical and Administrative Contacts:

Questions related to administrative or technical aspects of this MOA may be directed to the following contacts via email.

FSA

- a. ADMINISTRATIVE:
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BLM

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Edwin Roberson
Assistant Director
Bureau of Land Management
9-23-14
Date


Juan M. Garcia
Administrator
Farm Service Agency
8/6/2014
Date