

EXAMPLE *** EXAMPLE *** EXAMPLE

INTERAGENCY AGREEMENT

between the

BUREAU OF LAND MANAGEMENT, _____ DISTRICT

and the

_____ NATIONAL FOREST(S)

for the

SALE OF PERMITS

This Interagency Agreement, under the provisions of the Economy Act as amended, 31 USC 1535-1536, June 30, 1932, Section 601, Pub. L. 97-258 and 98-216, 36 CFR and 43 CFR, Section 323(a) of the 1999 Interior Appropriations Act, Public Law (PL) 105-227, Section 330 of the 2000 Interior Appropriations Act, PL 106-291, and pursuant to the General Project Agreement between the Bureau of Land Management, United States Department of the Interior, and the Forest Service, United States Department of Agriculture, hereinafter referred to as the Bureau and the Forest Service, respectively, and as the "Agencies" jointly:

WITNESSETH:

WHEREAS, special forest products harvesting from the public lands is in high demand, and WHEREAS, it is desirable for economic and public benefit to increase customer service by making permits available to the public at convenient locations for Bureau (_____ District) and Forest Service (_____ National Forest(s)) administered lands,

NOW, THEREFORE, the Agencies hereto agree to permit and administer this use of the Agencies' lands according to the following:

1. Covered Lands: This permitting project shall cover (describe which lands) (all of the Bureau and Forest Service administered lands within the _____ District and the _____ National Forest(s)). Each Resource Area or Ranger District Special Forest Products Manager shall determine designated special forest products harvest areas, including, but not limited to, designated firewood and pole areas; and shall determine which offices shall sell permits for the areas.

2. Permit Form: Designated harvest areas on BLM and Forest Service lands shall be permitted using Forest Service Form FS-2400-1/BLM Form 5450-24, Forest Products Removal Permit and Cash Receipt. Designated harvest areas on BLM lands can also be permitted using BLM Form 5450-5, "Vegetative Or Mineral Material Negotiated Cash Sale Contract" until such time as BLM Form 5450-24 is available in the Timber Sale Information System.
3. Permit Map: Permit maps for each designated harvest area shall be provided by the Special Forest Products Manager responsible for the permit area. The map shall show the Forest Service or Bureau lands covered under the permit. The map shall be stapled to the permittee's permit copy as well as the Government copy.
4. Permit Special Provisions: A set of special provisions, permit requirements, collection restrictions, and pricing shall be prepared by the Special Forest Products Manager responsible for the designated permit area. The special provisions sheet(s) shall be stapled to the permittee's permit copy, as well as the Government copy. The price structure shall be set such that it is consistent with each Agency's pricing regulations.
5. Permit Sales: Permit sales location(s) and sales format shall be jointly agreed upon by the Agencies. Staffing for permit sales will be done as agreed upon by the Agencies.
6. Fiscal Accounting: Shared receipts distribution shall be as follows: Permit monies collected at Bureau locations shall be deposited in Bureau accounts; permit monies collected at Forest Service locations shall be deposited in Forest Service accounts.
7. Vendor Sales: Receipts received from vendors shall be distributed with ___% to the Bureau and ___% to the Forest Service.
8. Field Administration/Enforcement: Each Agency shall be responsible for field administration of this program on its respective lands. Both Agencies recognize that field enforcement/administration is critical to the success of a permitting program and shall pursue this as vigorously as its staffing and resources permit. Interagency coordination/assistance will be pursued as needed. Written reports documenting field visits shall be made and attached to the Government's copy of the permit.
9. Program Costs: Each Agency shall bear its own program and overhead costs.
10. Modification: Modifications within the scope of this instrument shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by both Agencies, prior to any changes being performed. The Bureau or Forest Service is not obligated to fund any changes not properly approved in advance.

11. Access to Records: Give either Agency or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
12. Termination: Either Agency, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither Agency shall incur any new obligations for the terminated portion of the instrument after effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each Agency's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
13. Restriction for Delegates: Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
14. Obligations: Nothing herein shall be considered as obligating the Forest Service or the Bureau to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.
15. Expiration Date: This instrument is executed as of the last date shown below and expires on September 30, 20__, at which time it will be subject to review, renewal, or expiration.
16. Principal Contacts: The principal contacts for this instrument are:

 USDA Forest Service
 _____ National Forest

 USDI Bureau of Land Management
 _____ District

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IN WITNESS WHEREOF, the Agencies have executed this agreement as of the last date written below.

BUREAU OF LAND MANAGEMENT

UNITED STATES FOREST SERVICE

BY: _____
 (District Manager's Name)

BY: _____
 (Forest Supervisor's Name)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____