

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**USDI BUREAU OF LAND MANAGEMENT, OREGON STATE OFFICE**  
*and*  
**USDA FOREST SERVICE, PACIFIC NORTHWEST REGION**  
**for the**  
**SALE OF PERMITS**

This Memorandum of Understanding (MOU) is entered into by and between the USDI Bureau of Land Management Oregon / Washington State Office, hereinafter referred to as Bureau, and the USDA Forest Service, Pacific Northwest Region, hereinafter referred to as Forest Service under the authority of Public Law 106-291, Service First Act, as amended, and Public Law 109-54, Title IV, Sec 428 that extends the authorization for the Service First program through 2008.

In the spirit of customer service and the approach of landscape management the Forest Service and the Bureau have formed a partnership to sell special forest products by either Agency. The intent is to improve customer service, while improving administrative efficiency. This MOU will be used for the sale of firewood, greenery, mushrooms, and other special forest products using the identical permit form FS-2400-1/BLM 5450-24. This MOU should be used for individual offices, co-locations, or vendor sales.

Special forest products harvesting from the public lands is in high demand, and it is desirable for economic and public benefit to increase customer service by making permits available to the public at convenient locations for Bureau and Forest Service administered lands,

The Agencies agree to permit and administer this use of the Agencies' lands according to the following:

1. Covered Lands: This permitting project shall cover Bureau and Forest Service administered lands within the states of Oregon and Washington. Each Field/District Office or Ranger District Special Forest Products Manager that wishes to form a partnership to sell special forest products shall determine designated special forest products harvest areas for the applicable forest products, and shall determine which offices shall sell permits for the areas.
2. Permit Form: Designated harvest areas on Bureau 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.
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 copy as well as the Government copy of the permit.
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. Local Level MOU: This region-wide MOU establishes the framework for permit sales by both agencies. A local level agreement is required to establish specific arrangements between a Field/District Office, and Forest Office. The local level Agreement should include, but is not limited to, the following; specific area covered by the agreement, types of permits sold, any special provisions, fiscal accounting, vendor sales and field administration. The local agreement shall include a statement that incorporates this region-wide MOU by reference.
7. Fiscal Accounting:

A. If no funds will be transferred between agencies. If both offices have agreed that the amount of permit fees brought in are fairly equal, and there will not be any funds transferred between agencies, the local level agreement needs to specify that determination, including how the determination was made, and what fees are being collected by each agency. An MOU will fulfill this requirement.

B. If funds will be transferred between agencies. In the event there will be fund transfers between agencies, fiscal accounting information specific to both offices should be included in the local level Interagency Agreement. Please provide any local specific funding code information in the Interagency Agreement, as well as the following at a minimum:

	<u>BLM</u>	<u>Forest Service</u>
1. ALC # for both agencies.	14-11-0008	12-40-1100
2. DUNS # for both agencies.	929332484	798067393
3. Accounting Data for both agencies.		
4. SGL's for both agencies.		
5. Treasury Symbols for each agency.		
6. Tax ID # for both agencies.	141100080	12401100
7. Schedule of transfers.		
8. IPAC Transfer contacts for each agency.		
9. Receipt job codes.		
10. BETC code (applicable starting 8/1/2006)		

8. Vendor Sales: Receipts received from vendors shall be distributed based on a Field/District Office, Forest Office level designated percentage allocation. Considerations at arriving at pre-approved percentage for allocations should be; historical use, access, product amount by agency, and convenience of office locations for equal choice of customers to purchase permits.
9. Maximum Value: Value shall not exceed \$300.00 per individual sale.
10. Minimum Value: The minimum value per individual sale shall be \$20.00.
11. Age Requirements: Minimum age requirement is 18 years old.
12. Citizenship Sales: A purchaser of convertible timber products such as firewood, and post and pole must be a U.S. Citizen. For sale of non-convertible products, U.S. citizenship is not required.

13. Debarment: Debarment is not allowed for permit sales under the Forest Service procedures.
14. Sale Requirements: Do not advertise sale(s). All sales to be cash sales only. No scaled sales. No performance bonds shall be collected.
15. 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 it's 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.
16. Program Costs: Each Agency shall bear its own program and overhead costs.
17. Modification of this MOU: 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.
18. 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.
19. Termination: Either Agency, by notice in writing delivered to the other party, may terminate the instrument in whole, or in part, at any time before the date of expiration.
20. 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 there from.
21. 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. As an MOU, this is a non-funding document. Any funding obligations that may result from this MOU, must be processed through a separate obligating document.
22. Expiration Date: This instrument is executed as of the last date shown below and expires on September 30, 2011, at which time it will be subject to review, renewal, or expiration.
23. Agency Contacts: For information on this MOU, or questions related to the sale of special forest products by either Agency, please contact:

Frank Duran  
Regional Measurement Specialist  
Forest Service Contact  
333 SW First Avenue  
Portland, OR 97208-3623  
Voice: 503-808-2970  
[fduran@fs.fed.us](mailto:fduran@fs.fed.us)

Jeffrey Gordon  
District Forester, Salem District  
Bureau Contact  
1717 Fabry Road, SE  
Salem, OR 97306  
Voice: 503-375-5611  
[jeffrey\\_gordon@blm.gov](mailto:jeffrey_gordon@blm.gov)

24. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or

contribution of funds between the Agencies to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Agencies and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

25. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
26. AUTHORIZED REPRESENTATIVES. By signature below, the Agencies certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.

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: Elaine M. Brong  
ELAINE M. BRONG  
Title: State Director

By: Linda Goodman  
LINDA GOODMAN  
Title: Regional Forester

Date: 11/03/06

Date: 11/21/06