

**Forest Service Manual
National Headquarters - Washington Office
Washington, DC**

**Forest Service Manual 1500 – External Relations
Chapter 1530 - Interdepartmental**

Amendment: 1500-1997-3

Effective date: February 10, 1997

Duration: This amendment is effective until superseded or removed.

Superseded Directive: Amendment 1500-1996-2 to FSM 1534-1534.61

Approved by: MIKE DOMBECK, Chief

Date approved:

Responsible Staff:

POSTING NOTICE. Amendments are numbered consecutively by Title and calendar year. Post by document name. Remove entire document and replace with this amendment. Retain this transmittal as the first page of this document. The last amendment to this Title was Amendment 1500-97-2 to FSM 1566.2-1566.23a.

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

1534.11: Replaces the Memorandum of Understanding (MOU) between the Drug Enforcement Administration and Forest Service signed June 11, 1987, with the revised MOU signed in 1996 that complies with the Anti-Drug Abuse Amendments Act of 1988 (Pub. L. 100-690).

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1534 - Departments of Justice and Treasury

1534.1 - Office of the Attorney General

1534.11 - Drug Enforcement Administration, Memorandum of Understanding To Cooperate in the Elimination of Controlled Substances on the National Forest System

The text of this memorandum of understanding is set out in exhibit 01.

1534.11 - Exhibit 01

MEMORANDUM OF UNDERSTANDING

96-SMU-12

BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION
AND THE USDA FOREST SERVICE

The Secretary of Agriculture and the Attorney General of the United States, acting through the Forest Service and the Drug Enforcement Administration (DEA), respectively;

Desire to cooperate in the elimination of the illicit manufacture, distribution, and dispensing of marijuana and other controlled substances within the boundaries of the National Forest System;

Recognize that the safety of Federal law enforcement officers and the efficient use of public resources depend upon coordinating drug investigations in an effective manner; and

Desire to comply with the will of Congress as expressed in the National Forest System Drug Control Act, Pub. L. No. 99-570, 100 Stat. 3207 (1986) (codified as amended at 16 U.S.C. ?? 559b-g (1988)) [Hereinafter the National Forest System Drug Control Act].

HEREBY AGREE as follows:

A. Prior Agreement.

This MOU supersedes and replaces the MOU between the Drug Enforcement Administration and the USDA Forest Service dated June 11, 1987, and the Drug Enforcement Administration's "Implementing Memorandum of Cross Designation of USDA Forest Service Personnel," dated August 2, 1988.

B. Recognition of Authority.

The Forest Service:

Recognizes the DEA as the lead Federal drug enforcement agency having primary jurisdiction both within and outside the National Forest System to investigate, enforce and detect all violations of the Controlled Substances Act of 1970, Pub. L. No. 91-513, 84 Stat. 1285 (1970) (codified as amended at 21 U.S.C. ? 801 et. seq. (1990)) [Hereinafter the Controlled Substances Act].

Acknowledges its obligation under 16 U.S.C. ? 559(d)(1) of the National Forest System Drug Control Act, to cooperate with the DEA in the detection, investigation and prosecution of offenses involving controlled substances within, or affecting the administration of, the National Forest System.

1534.11 - Exhibit 01—Continued

The DEA:

Acknowledges the authority of the Forest Service, under the National Forest System Drug Control Act, to take actions reasonable and necessary to prevent the manufacture, distribution or dispensing of marijuana and other controlled substances. As explicitly authorized by the provisions of 16 U.S.C. § 559c, this legal authority includes the right to:

- (1) carry firearms;
- (2) conduct, within the exterior boundaries of the National Forest System, investigations of violations of and enforce section 841 of title 21 and other criminal violations relating to marijuana and other controlled substances that are manufactured, distributed, or dispensed on National Forest System lands and to conduct such investigations and enforcement of such laws outside the exterior boundaries of the National Forest System for offenses committed within the National Forest System or which affect the administration of the National Forest System (including the pursuit of persons suspected of such offenses who flee the National Forest System to avoid arrest);
- (3) make arrests with a warrant or process for misdemeanor violations, or without a warrant or process for violations of such misdemeanors that any such officer or employee has probable cause to believe are being committed in his presence or view, or for a felony with a warrant or without a warrant if he has probable cause to believe that the person to be arrested has committed or is committing such felony, for offenses committed within the National Forest System or which affect the administration of the National Forest System;
- (4) serve warrants and other process issued by a court or officer of competent jurisdiction;
- (5) search with or without warrant or process any person, place, or conveyance according to Federal law or rule of law; and
- (6) seize with or without warrant or process any evidentiary item according to Federal law or rule of law.

In exercising this authority, the Forest Service may cooperate with the law enforcement officials of any other Federal agency, State, or political subdivision.

C. Investigative and Prosecutorial Jurisdiction.

As a general rule, DEA will defer to the Forest Service to investigate violations occurring within the National Forest System as defined in 16 U.S.C. § 1609. The Forest Service may

1534.11 - Exhibit 01—Continued

cooperate in such cases with the law enforcement officials of any Federal agency, State, or political subdivision.

The Forest Service:

Will defer to the DEA any investigation for which DEA assumes jurisdiction.

Will refer cases of special interest to the nearest DEA office. The referring Forest Service office may continue the investigation within and outside the boundaries of the National Forest System, until such time as DEA assumes jurisdiction and commences active investigation.

Acknowledges that the Secretary is authorized to designate DEA Special Agents, when the Secretary determines such designation to be economical and in the public interest, and with the concurrence of the DEA, to exercise the powers and authorities of the Forest Service while assisting the Forest Service in the National Forest System, or for activities administered by the Forest Service.

Will discontinue all further efforts regarding an investigation should DEA elect to pursue an investigation unilaterally.

The DEA:

Will provide to the Forest Service criteria for cases of special interest as referenced in this section.

In any case in which it assumes jurisdiction, will promptly determine whether both agencies should pursue a joint investigation.

Shall give consideration to the continued participation of the Forest Service in any case in which DEA assumes jurisdiction. The details and conditions of each agency's role in each joint investigation shall be agreed to by the respective Resident Agent in Charge for the DEA and the Resident Forest Special Agent for the Forest Service. Such details and conditions shall be consistent with the terms of this Memorandum of Understanding.

Shall be the lead agency in all joint investigations and shall have final decision-making authority.

May request Forest Service participation in joint agency or task force investigations outside the boundaries of the National Forest System. The responsible Regional Special Agent in Charge for the Forest Service shall grant or deny such requests.

1534.11 - Exhibit 01--Continued

Is responsible for cross-designation of Forest Service law enforcement personnel who are assigned to any task force or joint agency operations that involve offenses which occur outside the exterior boundaries of, and which do not affect the administration of, the National Forest System, for the purpose of cooperating in a multi-agency law enforcement task force investigation of violations of the Controlled Substances Act and other offenses committed in the course of or in connection with such violations.

D. Information Sharing.

Forest Service law enforcement personnel agree to notify promptly the nearest DEA office of those cases requiring investigation or enforcement powers outside the boundaries of the National Forest System and of the action the Forest Service has undertaken. The Forest Service will provide timely status reports to the nearest DEA office or any other DEA office requesting such reports of an ongoing investigation upon request of DEA.

DEA, when feasible and appropriate, will advise the local Forest Service law enforcement office when a DEA investigation crosses the boundaries into the National Forest System and will keep the Forest Service apprised of its activities so as to avoid duplication of effort and problems in the investigation. DEA, through its El Paso Intelligence Center (EPIC), will provide the Forest Service with tactical information as available and when requested.

DEA and the Forest Service will follow prescribed policies and procedures under the Freedom of Information Act and Privacy Act in determining whether any information may be released from records compiled for the purposes set forth in the National Forest System Drug Control Act and the Controlled Substances Act. Each agency will promptly notify and consult with the other agency upon receipt of a request for records or information in which the other agency has an interest.

E. Asset Seizure and Forfeiture Jurisdiction.

DEA will consider for adoption for forfeiture those assets seized by the Forest Service alone, or in conjunction with DEA, when such assets are identified as forfeitable by DEA under the Controlled Substances Act. Further, all seized assets will be processed pursuant to the Attorney General's Guidelines on Seized and Forfeited Property (July 1990)(Guidelines) and pursuant to DEA guidelines setting forth minimum standards for Federal processing (subject to amendment)(attached). DEA will support the application of the Forest Service to place any

forfeited personal property into official use where such property was seized directly by the Forest Service and as a result of a Forest Service investigation. Such application must be made to the United States Marshals Service pursuant to Section III.D.4. of the Guidelines. Further, this agreement does not preclude the Forest Service from using another Federal Agency to

1534.11 - Exhibit 01—Continued

adopt for forfeiture any assets seized within the jurisdiction of the Forest Service, when the forfeiture is within that other Federal Agency's statutory authority.

F. Eradication of Marijuana Cultivation.

The eradication of marijuana cultivated within the boundaries of the National Forest System is the primary responsibility of the Forest Service. The Forest Service has the primary responsibility for the processing and appropriate destruction of all marijuana and other drugs seized as a result of investigations conducted under 16 U.S.C. § 559c within the exterior boundaries, outside the exterior boundaries for offenses committed within the National Forest System, or which affect the administration of the National Forest System (including the pursuit of persons suspected of such offenses who flee the National Forest System to avoid arrest) except in those investigations conducted unilaterally by DEA. All drug seizures shall be promptly reported to the nearest DEA field office. DEA will continue to provide assistance, training and overall guidance to the Forest Service regarding the eradication of marijuana cultivation when requested and when such training resources are available.

G. Miscellaneous Provisions.

1. Effective Date.

This MOU will take effect when signed by the Attorney General and the Secretary of Agriculture. It will remain in effect unless terminated or modified in accordance with its terms.

2. Review.

This MOU will be reviewed one year after its initial effective date. After this one-year review, it will be reviewed thereafter every two years, or at any time, upon a written request by either party.

3. Non-Fund Obligating Document.

This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument 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 parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument 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.

1534.11 - Exhibit 01—Continued

4. Modifications.

All modifications of this MOU must be mutually agreed upon by the DEA and the Forest Service and must be in writing. The DEA Administrator and the Chief of the Forest Service may delegate to appropriate officials within their respective agencies the authority to approve and sign modifications of this MOU, or to approve and sign appendices, addenda, or other agreements related to it.

5. Termination.

This MOU can be terminated only by mutual written agreement of the Attorney General and the Secretary of Agriculture or by either party providing a minimum of 30 days written notice to the other.

H. Contacts:

The principal contacts for this instrument are:

Director
Law Enforcement & Investigations
USDA Forest Service
1621 N. Kent St. RPE, Rm. 1015
Arlington, VA 22209
(703) 235-3426

Chief of Domestic Operations
Office of Domestic Operations
Drug Enforcement Administration
Washington D.C. 20537
(202) 307-7927

I. No Private Right Created.

This document is an agreement between DEA and the Forest Service and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement, addenda, attachments, or other associated documents is intended to restrict the authority of either signatory to act as provided by law, statute, or regulation or to restrict any agency from enforcing any laws within its authority or jurisdiction.

FOR THE DEPARTMENT OF JUSTICE FOR THE DEPARTMENT OF AGRICULTURE

/s/ Janet Reno 11/13/96
JANET RENO Date
ATTORNEY GENERAL

/s/ Daniel R. Glickman 12/17/96
DANIEL GLICKMAN Date
SECRETARY OF AGRICULTURE

1534.11 - Exhibit 01—Continued

FOR THE DRUG ENFORCEMENT
ADMINISTRATION

/s/ Thomas Constantine 11/6/96
THOMAS CONSTANTINE Date
ADMINISTRATOR

FOR THE FOREST SERVICE

/s/ Jack Ward Thomas 11/26/96
JACK WARD THOMAS Date
CHIEF

1534.12 - Memorandum of Understanding Between the Drug Enforcement Administration, the U.S. Forest Service, the Civil Air Patrol, Inc., and the U.S. Air Force

The text of this memorandum of understanding is set out in exhibit 01.

1534.12 - Exhibit 01

MEMORANDUM OF UNDERSTANDING BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION
THE US FOREST SERVICE
THE CIVIL AIR PATROL, INC., AND
THE US AIR FORCE

A. Purpose:

The purpose of this Memorandum is to define and establish procedures and practices for cooperation between the Drug Enforcement Administration (DEA), the US Forest Service (USFS), the Civil Air Patrol, Inc., (CAP), and the Air Force (USAF).

B. Mission Description:

CAP agrees to provide aircraft and aircrews to assist DEA and USFS in aerial reconnaissance for detection of illicit drugs, primarily marijuana, within the United States, its territories, and possessions. All missions under this Memorandum are flown by CAP as noncombat missions of the Air Force during which CAP, for civil liability purposes, is deemed to be an instrumentality of the United States under 10 U.S.C. 9441. The USAF will issue mission numbers to DEA to effect that status as appropriate.

C. Limitations:

Missions performed under this Memorandum are limited as follows:

1. CAP's participation with DEA and USFS is restricted to aircraft patrol and reconnaissance missions with airlift and communications to support this mission and personnel to operate equipment. CAP ground teams will not participate in this mission.
2. CAP may engage in the reconnaissance of property but may not engage in the surveillance of persons.
3. Excluding enroute legs, missions will be flown only in daylight, visual meteorological conditions (VMC).
4. Except as otherwise authorized by law, CAP members may not be deputized and will not be armed while supporting this mission. CAP members may not physically participate in arrest or detention procedures or search and seizure of evidence.
5. Federal agency personnel and state and local law enforcement officials are authorized to fly aboard CAP aircraft in support of missions under this Memorandum but only upon the approval of a duly authorized DEA official.
6. Prior to engaging in missions under this Memorandum, CAP members must receive an orientation briefing on the nature and potential dangers of the mission and responsibilities and restrictions for carrying out the mission. Each member must sign a statement of understanding

as to the nature of such missions (Atch 1). DEA will arrange for additional aircrew training if required for CAP members selected for this program.

7. DEA reserves the right to screen and approve or disapprove CAP members who apply to engage in such missions. Cadets may not participate.

8. Support is provided only "if available" as determined by the local CAP Unit Commander. Actual emergency services missions have priority over missions flown pursuant to this Memorandum.

D. COMMAND AND CONTROL:

Command and control of CAP resources remain within CAP at all times. Flight operations will be conducted in accordance with CAP directives. Any party to this Memorandum may suspend a mission in the event unsafe operational conditions exist.

E. COORDINATION:

Supporting CAP forces shall be identified/established by CAP in coordination with DEA, CAP, DEA, and USFS will establish written operating procedures supporting this Memorandum. These procedures will be agreed upon by each organization as well as the USAF.

Correspondence or communications between any two parties concerning this Memorandum will be available to all parties.

DEA will provide mission coordination for USFS missions flown in support of this Memorandum. USFS will be responsible for funding missions requested by USFS.

Air Force mission numbers will be issued to DEA on a monthly basis. DEA must approve the use of CAP resources and assign a mission number before any mission is launched. The assignment of the mission number to the CAP commits DEA or USFS to reimbursement for incurred expenses as stipulated in Section F. below.

At the completion of each mission, CAP shall be responsible for reporting the mission results and total flying hours expended against each mission number to the DEA office which assigned the mission. HQ DEA, Marijuana Section, will submit a monthly flying hour and mission results summary to HQ CAP-USAF/DO and to CAP's National Administrator, Building 714, Maxwell AFB, AL 36112-5572.

F. REIMBURSEMENT:

1. The services and equipment specified in this memorandum will be provided by the CAP under the sponsorship of the USAF. Payment for mission expenses will be made by DEA or USFS as appropriate pursuant to the Economy Act (31 U.S.C. 1535), directly to the CAP, with information copies to the USAF, as specified below:

- a. Fuel and oil (aviation and mogas).
- b. Aircraft maintenance.
- c. Long distance phone calls.
- d. Travel and per diem expenses for CAP personnel when required to travel and remain away from home in excess of 24 hours.

2. Reimbursement rates for aircraft fuel, oil, and maintenance will be as shown on Attachment 2 and updated annually in accordance with the rates established in CAP-USAFR

1534.11 - Exhibit 01—Continued

170-5/CAPR 173-3. Rates for vehicular travel to and from the mission base are as established in Federal Travel Regulations. Reimbursement for long distance phone calls will be actual costs.

a. Requests for mission payment will be made by the CAP wing to the DEA office which assigned the mission, using CAP Form 108. The CAP Wing Commander or designee must certify the hours flown and payment due.

b. DEA will confirm the USFS missions and forward those requests for reimbursement to USFS for payment.

c. A copy of each CAP Form 108 shall be sent to the USAF-CAP Liaison Office.

3. Travel and per diem claims should be submitted by CAP personnel to the DEA office which assigned the mission, using U.S. Government SF 1012. Payment shall be made by DEA or USFS in accordance with Federal Travel Regulations. Incidental expense claims will likewise be submitted using SF 1012 or SF 1164.

G. ADMINISTRATIVE CLAIMS:

All claims filed by state and local law enforcement officials arising from missions flown under this memorandum shall be processed by DEA or USFS in accordance with their administrative claims procedure. All other third parties claims and Federal Employee Compensation Act (FECA) claims for CAP members will be processed through HQ CAP-USAF/JA.

H. AMENDMENTS/TERMINATION:

This Memorandum may be amended from time to time by written agreement of all parties hereto. This Memorandum may be terminated by any of the four parties by 90 days advance written notice to the other parties.

I. EFFECTIVE DATE:

This Memorandum shall be effective from the date it has been executed by representatives of the parties.

/s/ Eugene E. Harwell

Eugene E. Harwell
Major General, CAP
National Commander
Civil Air Patrol

/s/ John C. Lawn

John C. Lawn
Administrator
Drug Enforcement Administration

Date: April 19, 1989

Date: April 19, 1989

1534.12 - Exhibit 01--Continued

/s/ John T. Massingale, Jr.

John T. Massingale, Jr.

Colonel, USAF

Commander, CAP-USAF

Date: April 19, 1989

/s/ William L. Rice for

F. Dale Robertson

Chief

US Forest Service

Date: April 19, 1989

ATTACHMENT 1

STATEMENT OF UNDERSTANDING

Pursuant to the Agreement among the Civil Air Patrol, Drug Enforcement Administration, Forest Service, and Air Force, I may be asked to assist the Drug Enforcement Administration or Forest Service by providing and operating CAP aircraft for law enforcement officers who will conduct reconnaissance to detect illegal drug activity. I understand the dangers which may result from these patrol flights, which might put me in close proximity to armed drug traffickers. However, I agree that I will neither possess nor use any weapons while on a DEA mission, nor will I physically participate in arrest or detention procedures or search and seizure of evidence.

I further understand that due to the sensitive nature of this mission, a security screening of participating CAP members is required.

/s/ C.R. Milliken, CAP

Signature

1534.12 - Exhibit 01--Continued

ATTACHMENT 2

REIMBURSEMENT RATE/FLYING HOUR

1. The reimbursement rate paid to CAP for their participation in DEA missions is based upon operation costs of four typical aircraft groups, as determined by fuel consumption per hour.

GROUP	I	II	III	V
Typical Aircraft	CES 172 T-41A PA 28-180	CES 182 T-41B CES 185	CES 206 PA 32-300	DHC-2 Twin Eng
Gallons/Hour	10	14	18	25
Fuel	19.00	26.60	34.20	47.50
Oil	3.00	3.00	3.00	6.00
Routine Maintenance	11.25	17.25	24.05	30.10
Maintenance Reserve				
Eng	6.00	7.00	7.70	14.00
Prop	.25	.85	.95	1.90
Avionics	1.50	1.50	1.50	1.50
<hr/>				
TOTAL	\$41.00	\$56.20	\$71.40	\$101.00

2. These rates are updated annually by CAP-USAF in consonance with Air Force reimbursement levels.

3. CAP requests for reimbursement should reflect the hours flown times the rate for the aircraft group most closely associated with the aircraft flown on the mission.

1534.4 - Federal Prison Industries, Inc

1534.41 - Memorandum of Understanding on Sign Manufacturing

The text of this memorandum of understanding is set out in exhibit 01.

1534.41 - Exhibit 01

82-SMU-005

MEMORANDUM OF UNDERSTANDING BETWEEN FEDERAL PRISON INDUSTRIES, INC. (UNICOR) AND THE UNITED STATES FOREST SERVICE

Section I. Introduction.

UNICOR operates sign manufacturing industrial programs in the Federal Prison System in order to provide training and work experience to federal offenders. Sign manufacturing skills are considered marketable in the private sector and thus may be of significant employment value to ex-offenders returning to the community.

The Forest Service is responsible for the management of about 190 million acres of public lands including an extensive road system. Commercial timber and mining activities, grazing, recreation, hunting and fishing are some of the principal activities carried out on the National Forests. Effective administration of these programs as well as protection of the public and Forest Service employees mandates the need for an extensive sign program. It is important that these signs be acquired in a timely and cost-effective manner.

This Memorandum of Understanding (MOU) sets forth procedures to insure satisfactory performance in fulfilling Forest Service sign needs, recognizes Forest Service support for offender industrial work programs, and reduces requirements that result in unnecessary expenditures of Forest Service program funds.

Section II. Procedures to insure the quality of UNICOR produced Forest Service signs.

A. The Forest Service shall:

- (1) Provide UNICOR with Forest Service sign manufacturing specifications and changes to these specifications.**

1534.41 - Exhibit 01—Continued

(2) Permit the scheduling of changes to sign manufacturing specifications which is both timely to Forest Service needs and considerate of previously requested specific sign orders.

(3) Conduct periodic inspections of UNICOR sign manufacturing facilities and practices and report findings to the signatories of this MOU.

(4) Forest Service sign ordering units will inspect all signs manufactured by UNICOR and document and report problems to the Director, Engineering Staff, Washington Office. Signs of unacceptable quality will be returned at UNICOR's expense.

A. The Forest Service shall:

(1) Provide UNICOR with Forest Service sign manufacturing specifications and changes to these specifications.

(2) Permit the scheduling of changes to sign manufacturing specifications which is both timely to Forest Service needs and considerate of previously requested specific sign orders.

(3) Conduct periodic inspections of UNICOR sign manufacturing facilities and practices and report findings to the signatories of this MOU.

(4) Forest Service sign ordering units will inspect all signs manufactured by UNICOR and document and report problems to the Director, Engineering Staff, Washington Office. Signs of unacceptable quality will be returned at UNICOR's expense.

B. UNICOR shall:

(1) Manufacture signs to Forest Service Specifications as defined and provided by the Forest Service.

(2) Arrange periodic inspections of sign manufacturing facilities as requested by the Forest Service.

(3) Insure the materials and workmanship of each sign in accordance with the maximum limits of material warranties extended by manufacturers of raw materials, subject to the conditions they specify, and the production specifications provided by the Forest Service. In general, signs are expected to maintain a useful life span of at least five years. When sign failure occurs prior to this expectation, and inspection demonstrates that the failure is due to materials warranted to UNICOR to endure at least that long, the sign will be replace or repaired free of material charges. When failure occurs and inspection demonstrates that such

1534.41 - Exhibit 01—Continued

failure is due to poor workmanship, the sign will be replaced or repaired at UNICOR's expense, including shipping charges.

Section III. Procedures to insure the timely delivery of UNICOR signs.

A. The Forest Service shall:

- (1) Provide requested shipping dates which permit a consistent level of manufacturing to be scheduled during the course of the procurement year.
- (2) Instruct Forest Service sign ordering units to document sign delivery dates relative to the requested dates. If documentation shows signs not delivered on time, the Forest Service unit will report the problem to the Director, Engineering Staff, Washington Office. In cases where UNICOR cannot meet the required time schedule, the Forest Service unit will purchase from other sources.
- (3) Instruct Forest Service sign ordering units to direct all UNICOR sign orders to a common UNICOR sign ordering location. The address is as follows:

Forest Service Sign Order Specialist
UNICOR, Federal Prison System
320 First Street, N.W.
Washington, D.C. 20534

- (4) Submit typewritten sign orders using Forest Service order form #7100-63.

B. UNICOR shall:

- (1) Process all orders/inquiries and respond to the Forest Service ordering unit within 5 working days of receipt of order. Grant clearance for the portion of the order where the specified delivery date cannot be met.
- (2) Ship standard highway signs and federal recreation symbols from the manufacturing facility within 21 calendar days of receipt of order unless otherwise specified by the sign order.
- (3) Ship custom made signs from the manufacturing facility within 45 calendar data of receipt of order unless otherwise specified by the sign order.
- (4) Ship wood-routed signs from the manufacturing facility within 90 days of receipt of order unless otherwise specified by the sign order.

1534.41 - Exhibit 01--Continued

(5) Provide the Director, Engineering Staff, Washington Office, with a monthly report of the number of sign orders received, cleared, in-process, shipped and delinquent by the 10th day of the month following the reporting month.

Section IV. Procedures to insure the standard price of signs.

A. The Forest Service shall:

(1) Forest Service sign ordering units will document manufacturing prices and shipping charges for signs manufactured by UNICOR. If signs of equal quality can be purchased from other sources at less cost, the Forest Service unit will document the differences and report them to the Director, Engineering Staff, Washington Office.

B. UNICOR shall:

(1) Furnish the Forest Service with a sign price list F.O.B. point of distribution on an annual basis.

(2) Provide signs at latest price list rate.

Section V. The Forest Service and UNICOR shall review the sign program quarterly or upon the call of either party, to determine if deletions, additions, or corrections to this agreement are necessary or desirable. A pattern of significant failure of performance by UNICOR, demonstrated by evidence documented in Forest Service files and reported to the Director, Engineering Staff, Washington Office, will justify clearance to the Forest Service for future sign procurement from other sources.

/s/
JEROME A. MILES
Deputy Chief
USDA Forest Service

Date 11/10/82

/s/
GERALD M. FARKAS
Associate Commissioner
Federal Prison Industries

Date 11/10/82

1534.5 - U.S. Secret Service on Air Operations

The text of this interagency agreement is set out in exhibit 01.

1534.5 - Exhibit 01

INTERAGENCY AGREEMENT
between
U.S.D.A. FOREST SERVICE
and
U.S. SECRET SERVICE

WHEREAS, the USDA-Forest Service, hereinafter referred to as the Forest Service, is in a position to furnish air transportation services which the U.S. Secret Service, hereinafter referred to as the Secret Service, would utilize on a reimbursable basis.

WHEREAS, Section 6 of the Presidential Protection Assistance Act of 1976 (P.L. 94-524, 94 Stat. 2465) authorizes all Executive Departments and Executive agencies to provide, on a reimbursable basis, services, equipment and facilities requested by the Secret Service in connection with the carrying out of its duties as established in section 3056 of Title 18, United States Code and P.L. 90-331, as amended, and Section 601 of the Economy Act of 1932 as amended, 31 U.S.C. 1535, 1536.

ARTICLE I - Title and Description of Services

The Forest Service will provide the Secret Service air transportation services, utilizing Forest Service owned aircraft, with pilot and co-pilot, to and from various locations within the conterminous U.S. to the extent of aircraft availability on a reimbursable basis.

Aircraft support services shall consist of appropriate aircraft to transport Secret Service personnel to destinations where persons entitled to Secret Service protection intend to travel or do travel in the event commercial and charter service transportation is not available, readily obtainable, or satisfactorily capable of meeting mission requirements; or when such services would be more economical than commercial or charter service.

ARTICLE II - Location and Scheduling

The services outlined herein shall be provided from the Forest Service facilities located in the conterminous U.S., if mutually agreeable in each instance.

1534.5 - Exhibit 01—Continued

ARTICLE III - Reimbursement

The Secret Service shall reimburse the Forest Service cost of providing requested services, as outlined in ARTICLE IV. Such services are, but not limited to:

1. Flight-hour charges for aircraft services shall be computed at the flight-hour rates for Forest Service owned aircraft in effect at the time the flight is performed. Reimbursement for all flight-hours from an aircraft location to the point of passenger pickup and return to original location after discharging passengers will be charged to Secret Service.
2. Overtime charges and travel expenses for Forest Service pilots.

ARTICLE IV - Billing Notification

1. Billing interval. The Forest Service shall submit a SF 1081, Voucher and Schedule of Withdrawals and Credits, in duplicate to the Secret Service at the end of each month setting forth the actual costs incurred by the Forest Service providing the services under this agreement. Payment for billings are due within 30 days of receipt.
2. All billings and other notification to the Secret Service shall be submitted to the U.S. Secret Service, Accounting Systems and Procedures Branch, Room 903, 1800 G Street, N.W., Washington, D.C. 20223.
3. All payments to the Forest Service shall be submitted to the Forest Service, P.O. Box 2417, Washington, D.C. 20013, ATTN: F&AM Staff.
4. All other correspondence from the Secret Service to the Forest Service, P.O. Box 2417, Washington, D.C. 20013, ATTN: F&AM Staff.

ARTICLE V - Effective Date

This agreement is effective upon signature by the appropriate Forest Service and Secret Service officials. The agreement may be amended from time to time so as to remain mutually agreeable to both agencies.

1534.5 - Exhibit 01—Continued

ARTICLE VI - Liability

Any claims for personal injury, death or property damage arising out of work performed pursuant to this agreement shall be handled in accordance with the terms of the Federal Tort Claims Act, (28 U.S.C. 2671 et. seq.).

USDA, FOREST SERVICE

UNITED STATES SECRET SERVICE

BY: /S/
TITLE: ASSOCIATE DEPUTY CHIEF
DATE: 6/6/83

BY: /S/
TITLE: DEPUTY DIRECTOR
DATE: June 1, 1983

1534.6 - Marshals Service

1534.61 - Master Interagency Agreement Between the Forest Service and the Marshals Service

The text of this interagency agreement is set out in exhibit 01.

1534.61 - Exhibit 01

95-SIA-166

MASTER INTERAGENCY AGREEMENT
Between the
FOREST SERVICE (USFS)
of the
UNITED STATES DEPARTMENT of AGRICULTURE
and the
MARSHALS SERVICE (USMS)
of the
DEPARTMENT of JUSTICE

This Interagency Agreement is made and entered into by and between the United States Department of Agriculture Forest Service, hereinafter referred to as the USFS, and the Department of Justice Marshals Service, hereinafter referred to as the USMS, under the provisions of the Economy Act of June 30, 1932, as amended (31 U.S.C. 1535).

I. PURPOSE. In order to further the mutual law enforcement interests of both agencies (USMS and USFS) with respect to USFS lands and to make more efficient use of public resources, the agencies intend to cooperate in the manner set forth in this agreement. This Interagency Agreement documents areas of mutual interest and cooperative assistance and the intent of the agencies.

II. THE FOREST SERVICE SHALL:

A. Assist the USMS in the service of Federal process and/or court orders on land within the National Forest System and in matters any U.S. Attorney elects to prosecute which affect the National Forest System.

B. Provide assistance, technical equipment, sensors, and safe sites to assist the USMS in performing the requested work.

III. THE MARSHALS SERVICE SHALL:

A. 1. At the request of the USFS and as mutually agreed in separate supplemental agreements, provide USMS personnel to assist USFS law enforcement personnel in carrying out the USFS's mission.

1534.61 - Exhibit 01--Continued

2. Provide USMS personnel to assist the USFS in making arrests of individuals or groups involved in illegal activities on land within the National Forest System.

B. Provide joint training with the USFS at the USMS Special Operations Group Tactical Center at Camp Beauregard, Pineville, Louisiana.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES:

A. All assistance will be provided on a resource-permitting basis, as determined by the performing agency.

B. REIMBURSEMENT. Reimbursement will be made only for requested services.

C. The benefiting agency agrees to reimburse the performing agency for the direct costs including the overhead costs of providing assistance described above. Such reimbursement is to include the salaries of participating personnel, related travel expenses, and other agreed-upon costs as documented in a supplemental agreement (see sample, Attachment #1). To the extent possible, a supplemental agreement listing what is to be accomplished with a breakdown of costs will be prepared before the performing agency incurs any costs. Only in an emergency situation would costs be incurred by the performing agency prior to the preparation of a supplemental agreement as to the costs.

D. ACCESS to FINANCIAL RECORDS RELATED to REIMBURSEMENTS UNDER SUPPLEMENTAL INTERAGENCY AGREEMENTS issued under this MASTER INTERAGENCY AGREEMENT. Either agency will give the other agency, through any authorized representative, access to and the right to examine all books, papers, or documents within its control and related to the financial reimbursements of Supplemental Interagency Agreements issued under this Master Interagency Agreement.

E. The agencies will share information related to individuals or groups suspected of illegal activity within or affecting the National Forest System.

F. This Interagency Agreement supersedes the January 9, 1975 Memorandum of Understanding between the agencies.

G. Nothing herein is intended in any way to expand, contract, or otherwise affect the statutory authority, responsibilities, or powers of either the USMS or the USFS.

H. MODIFICATIONS. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. Neither agency is obligated to fund any changes not executed in accord with this clause.

1534.61 - Exhibit 01--Continued

I. TERMINATION. Either agency (USMS or USFS), 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 the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each agency's expenses and all noncancellable obligations properly incurred up to the effective date of termination.

J. COMPLETION DATE. This instrument is executed as of the last signing date shown below and expires five years after the execution date.

K. 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.

L. FUNDING EQUIPMENT and SUPPLIES. Federal funding under this instrument is not available for reimbursement of purchased equipment.

M. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

MANUEL R. MARTINEZ, Director
USDA Forest Service
Law Enforcement and Investigations
Rosslyn Plaza E, Room 1015
1621 North Kent Street
Arlington, VA 22209
703/ 235-3426

DONALD WARD, Chief
Enforcement Division
United States Marshals Service
600 Army Navy Drive
Arlington, Virginia 22202
202/ 307-9054

IN WITNESS WHEREOF, the parties hereto execute this agreement to be effective as of the latest date written below.

/s/ Eduardo Gonzalez
EDUARDO GONZALEZ
Director, DOJ Marshals Service

10/11/95
Date

/s/ David G. Unger for
JACK WARD THOMAS
Chief, USDA Forest Service

10/23/95
Date

1534.61a - Supplemental Interagency Agreements Issued Under the Master Interagency Agreement Between the Forest Service and the Marshals Service

At a minimum, any Supplemental Interagency Agreement between the Forest Service and the Marshals Service, must include the following:

1. Purpose. Identify the title of the project and include the unit name for the Forest Service and for the Marshals Service that will be performing the work.
2. The USMS Shall. Explain in detail those tasks the Marshals Service will perform.
3. The Forest Service Shall. Explain in detail those tasks the Forest Service will perform.
4. Billing of the Forest Service by the Marshals Service

This section is to be completed when the Marshals Service is requesting assistance from the Forest Service and anticipates transferring funds to them. The Marshals Service should provide an estimate of the total cost of the project. In addition, the Forest Service will provide the Marshals Service with the appropriate accounting information to complete this section. The Forest Service will obtain the appropriate information from Fiscal and Accounting personnel. This information will include the following:

USFS Account Data - (insert Req Code, Unit Code)
Management Code - (insert Mgmt. Code)
Instrument No. - (insert Instrument No.)
Agency Location Code - (insert ALC No.)
Budget Object Code - (insert BOC)

5. Billing of the Marshals Service by the Forest Service

This section is to be completed when the Forest Service is requesting assistance from the Marshals Service and anticipates transferring funds to them. Estimate the total cost of the project. Obtain appropriate accounting information from the Marshals Service to include in this section. The information will include the following:

USMS Account Data - (insert Req Code, Unit Code)
Management Code - (insert Mgmt. Code)
Instrument No. - (insert Instrument No.)
Agency Location Code - (insert ALC No.)
Budget Object Code - (insert BOC)

6. It is mutually agreed and understood by and between the parties that

Explain in detail any additional conditions. Include a Financial Plan in this section which displays a detailed break-down by cost element of estimated project costs. Ensure a copy of this Supplemental Agreement is reviewed by the Agreements Coordinator prior to signature. The Agreements Coordinator will provide the Agreement Number for the Supplemental.

7. Signature blocks. Include the name and title of the Forest Service representative from the Law Enforcement and Investigations (LE&I) staff coordinating the project and the date of signature. The LE&I representative must be the RSAC or designee. The Marshals Service must provide a representative to sign and date the Supplemental Agreement also.

See exhibit 01 for a copy of a sample Supplemental Interagency Agreement.

1534.61a - Exhibit 01

**SUPPLEMENTAL INTERAGENCY AGREEMENT NO. XX-XXX-XXX
ISSUED UNDER
MASTER INTERAGENCY AGREEMENT NO. 95-SIA-166**

I. PURPOSE: This Supplemental Interagency Agreement is issued for the completion of project, to be performed by the USFS, _____ and USMS, _____. All of the provisions of the Master Interagency Agreement No. 95-SIA-166 are incorporated into and apply to this Supplemental Interagency Agreement. The work shall be performed by the parties as described below.

II. THE USMS SHALL:

III. THE FOREST SERVICE SHALL:

IV. BILLING of the FOREST SERVICE by the MARSHALS SERVICE. The maximum total cost liability to the USFS for this instrument is \$ _____. Transfer of funds to the USMS will be through an On-Line Payment and Collection System (OPAC) billing. The OPAC billing document which the USMS will prepare shall contain the following information as the first line of the description or the reference section:

USFS Account Data -
Management Code -
Instrument No. -
Agency Location Code -
Budget Object Code -

Send bill to: National Finance Center, ATTN: OPAC
P.O. Box 60000
New Orleans, LA 70160

At the same time the USMS sends a bill to NFC, the USMS will send a detailed list of its costs incurred to the USFS signatory to this agreement, listed below. Any excess funds not used for the agreed costs shall be refunded to the USFS upon expiration of this instrument.

1534.61a - Exhibit 01—Continued

V. BILLING of the MARSHALS SERVICE by the FOREST SERVICE. The maximum total cost liability to the USMS for this instrument is \$____. Transfer of funds to the USFS will be through an On-Line Payment and Collection System (OPAC) billing. The OPAC billing document which the USFS will prepare shall contain the following information as the first line of the description or the reference section:

USMS Account Data -
Management Code -
Instrument No. -
Agency Location Code -
Budget Object Code -

Send bill to: National Finance Center, ATTN: OPAC
P.O. Box 60000
New Orleans, LA 70160

At the same time the USFS sends a bill to NFC, the USFS will send a detailed list of its costs incurred to the USMS signatory to this agreement, listed below. Any excess funds not used for the agreed costs shall be refunded.

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

Ensure this Supplemental Interagency Agreement is reviewed by the Agreements Coordinator prior to signature.

In witness thereof, the parties hereto have signed their names and executed this Supplemental Interagency Agreement as of the last date below.

USDA Forest Service

USDOJ Marshals Service

Date

Date