

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

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**Duration:** This amendment is effective until superseded or removed.

**Superseded Directive:** 1531.12o-1531.12p, Amendment 1500-1991-16, September 13, 1991

**Approved by:** Thomas L. Tidwell, Acting Associate Deputy Chief for National Forest System

**Date approved:** May 10, 2004

**Responsible Staff:**

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

**1531.12q:** Establishes code and caption for Interagency Agreement (IA) signed in November 1991 between the U.S. Department of the Interior, Bureau of Land Management and the U.S. Department of Agriculture, Forest Service, relating to oil and gas leasing.

**1531.12r:** Establishes code and caption for Interagency Agreement (IA) signed in November 1991 between the U.S. Department of the Interior, Bureau of Land Management and the U.S. Department of Agriculture, Forest Service, relating to oil and gas operations.

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**1531.12o - Memorandum of Understanding Between the U.S. Department of Agriculture, Forest Service and U.S. Department of the Interior, Bureau of Land Management for Coordination and Cooperation of Methods to Establish Rental Fees for Communications Uses**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
AND THE  
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT  
FOR  
COORDINATION AND COOPERATION OF METHODS  
TO ESTABLISH RENTAL FEES FOR COMMUNICATIONS USES

I. INTRODUCTION: The Bureau of Land Management (BLM), Department of the Interior and the Forest Service (FS), Department of Agriculture, enter into this Memorandum of Understanding (MOU) to establish similar policies and procedures for the establishment of fees for communications uses on BLM and FS administered lands.

II. PURPOSE: The purpose of this MOU is to further cooperation between the BLM and the FS in developing and implementing similar methods for determining rental fees for communications uses on lands administered by the two agencies.

III. AUTHORITY: The BLM and the FS operate under common legislative authorities including, but not limited to, the following:

A. The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.) authorizes the Secretary of the Interior and the Secretary of Agriculture to grant, issue, or renew rights-of-way for systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communication. The Act also provides that the holder of the right-of-way pay annually in advance the fair market value thereof as determined by the Secretary granting, issuing, or renewing the right-of-way.

B. Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.).

C. Act of September 13, 1982, as amended (31 U.S.C. 1535).

IV. GOALS:

- A. Develop similar procedures and standards for establishing fair market rental value for authorized communications uses.
- B. Provide for the long-term maintenance of comparable rental market information for communications uses.
- C. Provide for the sharing of services for communications use valuation.
- D. Develop training programs for communications use valuation.

V. RESPONSIBILITIES:

- A. The BLM and the FS will cooperate in developing similar procedures and methods for establishing rental fees for communications uses within the jurisdiction of the respective agencies.
- B. The BLM will consider rental fee schedules adopted by the FS when developing BLM's proposed fee schedules.
- C. The BLM and FS will develop and share information helpful to each agency in maintaining fee schedules and preparing appraisals in a timely, cost effective manner.
- D. The Chief Appraisers and appropriate land use staff of the BLM and FS will meet no less than annually to review the procedures and standards for establishing rental fees and evaluate whether the purpose and goals of this MOU are being met.

VI. DURATION/TERMINATION: This MOU shall become effective upon the date of approval of the last signatory. Either participating agency may terminate this agreement upon 60 days notice to the other. Unless terminated in writing by either party this agreement shall stay in force indefinitely.

VIII. Nothing in this MOU shall be construed as modifying either agency's obligations or responsibilities under statute or regulation.

/s/ Cy Jamison  
Director, Bureau of Land Management

4/17/91  
Date

/s/ F. Dale Robertson  
Chief, Forest Service

4/22/91  
Date

**1531.12p - Interagency Agreement Relating to the Development and Implementation of Continuing Education Program for Rangeland Managers**

91-IA-095

INTERAGENCY AGREEMENT  
BETWEEN THE  
BUREAU OF LAND MANAGEMENT,  
UNITED STATES DEPARTMENT OF THE INTERIOR  
AND THE  
FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE  
RELATING TO  
THE DEVELOPMENT AND IMPLEMENTATION  
OF A CONTINUING EDUCATION PROGRAM  
FOR RANGELAND MANAGERS

I. THIS INTERAGENCY AGREEMENT, is made this 21 day of June, 1991, by and between the United States Department of the Interior, Bureau of Land Management, hereinafter referred to as "the Bureau" and represented by the Director, and the United States Department of Agriculture, Forest Service, hereinafter referred to as "the Service" and represented by the Chief, pursuant to the (1) Economy Act of June 30, 1932, as amended, 31 U.S.C. 1535, and (2) Section 307 of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737.

WITNESSETH:

A. WHEREAS, rangeland managers within the Bureau and the Service are responsible for managing range vegetation for uses and values that require applying knowledge, skills, and techniques based on ecological principles to maintain or reach desired vegetation objectives; and whereas this management requires a thorough understanding of the social/economic setting and a high degree of interpersonal skills to deal with the ever changing and competing public values and desires; and

B. WHEREAS, the Service has recognized the need for a program of continuing education for rangeland managers to update rangeland management skills to make employees responsive to current demands and needs; and whereas the Service intends to develop and initiate such a program; and

C. WHEREAS, the Bureau has also recognized similar needs and has been developing such a program; and

D. WHEREAS, both the Service and the Bureau believe that by conducting training together, they can more efficiently meet their continuing education needs and eliminate duplication; and

E. WHEREAS, the Service and the Bureau have many similar objectives and needs for managing rangeland under their jurisdictions; and

F. WHEREAS, the Bureau's Phoenix Training Center (PTG) has a staff of training coordinators, education specialists, and development and administrative support staff; and

G. WHEREAS, the Bureau and the Service agree that a cooperative interagency approach to the continuing education needs of rangeland managers would benefit both agencies in the following ways:

1. Efficient use of PTC's educational staff; procurement and payment procedures; and graphics, reproduction, and audiovisual capabilities.
2. Efficient use of agency funds for continuing education.
3. Implementing a Continuing Education Program for both agencies in the shortest possible time.
4. Potential for bringing rangeland managers of both agencies closer together to achieve the common goal of quality resource management in a cooperative atmosphere.
5. Potential for active involvement (both teaching and course participation) by key members and leaders of the livestock industry and conservation groups to bring divergent interests closer together with the common goal of quality resource management regardless of land jurisdiction or interests.
6. A mix of academic/private/governmental educators could be used to teach most current information using the most effective methods.

## II. NOW, THEREFORE IT IS AGREED THAT:

### A. The Bureau and the Service will:

1. Through a cooperative, interagency effort, provide a nationally coordinated and focused effort to update the rangeland management skills of rangeland managers within the Bureau and the Service through a program of continuing education. The goal of the Continuing Education Program is:

To give Bureau and Service rangeland managers the technical, communication, and leadership skills to maintain or enhance rangeland ecosystem diversity and productivity for the long-term well being of rangeland resources and the people who use them.

2. Target the initial training to Bureau and Service employees who (1) manage rangeland resources regardless of functional training and background, and (2) have 6 years or more of work experience. While the focus of this initial interagency agreement is on mid-

career training needs, potential exists for further cooperative efforts towards developing training programs for entry-level employees and other specialized needs.

3. Establish a national Steering Committee to guide the development of the Continuing Education Program. Co-chaired by the Bureau and the Service, the committee will consist of five members from each agency. Members will represent a mix of line and staff positions. The function of this committee will be as follows:

a. Primary:

(1) Provide guidance to module design and development groups and complete tasks that will result in implementing the initial Continuing Education module in Fiscal Year 1992. Successive modules will be developed and presented at the rate of one per year minimum, with complete module development no later than 1995 (see II A.3. b.3).

(2) Design a process to continually evaluate the success of implemented programs and provide continuing guidance for program adjustment.

(3) Provide advice on other rangeland education programs that should be undertaken and look for opportunities to expand into other program areas.

(4) Provide recommendations on the development of range curricula in academia to the Bureau's Chief, Division of Rangeland Resources and the Service's Director of Range.

(5) Provide guidance, as deemed appropriate by the respective agency, relative to other training and educational needs of each agency where further joint training would benefit both agencies.

b. Responsibilities:

(1) Serve as a communication link with respective Bureau State Offices and Service Regional Offices, districts/forests, and interest groups as to the Continuing Education Program for Rangeland Managers.

(2) Individual members of the committee will represent views of their coworkers at respective agency organizational levels.

(3) Recommend timeframes for, and guide the development and implementation of, all parts of the Continuing Education Program listed below:

Module A - Leadership, Communication, and Coordination

Module B - Rangeland Policy and Socioeconomics

Module C - Rangeland Ecosystem Management  
Module D - Responsible and Responsive Decision Making

Training modules are expected to be developed at the rate of one per year minimum through 1995. The first module should be offered during Fiscal Year 1992.

(4) With the PTC staff, develop general course specifications and oversee specific course development and implementation using the following sequential steps:

(a) Develop specifications for the course components in each training module and set priorities for developing these components.

(b) Recommend subject matter experts to serve on module development groups for specific courses.

(c) Approve final course outline and content recommended by the module development groups for implementation.

(d) On a continuing basis, evaluate course effectiveness and recommend changes.

(5) Survey training opportunities in other agencies for possible use in one or more modules.

B. The Bureau will:

1. Provide the PTC's facilities, equipment, and staff for the use of the Continuing Education Program to fulfill the Bureau's obligations under this agreement.

2. Provide staff, including the following specialists: training coordinator, education specialist, administrative and procurement staff, to implement and complete course design and development, presentation, and evaluation.

3. Subject to the availability of appropriated funds pay the Bureau's prorated share of the annual cost of course delivery and evaluation based on the percentage of Bureau course participants. These costs include, but are not limited to, instructor travel and per diem, PTC staff travel and per diem, consultant and contractor fees, equipment purchases and rentals, facility rentals, and PTC overhead and administrative support cost.

4. Subject to the availability of appropriated funds, pay expenses of Bureau members of the Continuing Education Steering Committee and module design and development groups.

C. The Service will:

1. Provide the Bureau with a total of \$15,000 in Fiscal Year 1991 to fund additional training coordinator work-months at the PTC.



2. Subject to the availability of appropriated funds, provide the Bureau with a total of \$60,000 in Fiscal Year 1992 for added work months (training coordinator, education specialists, and other needed PTC employees) and overhead costs for course design and development.

3. During Fiscal Years 1993-95, provide the Bureau with an adjusted annual amount equal to the previous year's funding for course design and development, plus an annual adjustment based on the average increase in PTC average work month and other support costs. This level of funding will continue until all course design and development are completed for all four modules, not to go beyond Fiscal Year 1995.

4. Subject to the availability of appropriated funds, reimburse the Bureau for the Service's share of the prorated annual cost of course delivery and evaluation based on the percentage of Service course participants. These costs include BLM costs for instructor travel and per diem, PTC staff travel and per diem, consultant and contractor fees, equipment purchases and rentals, facility rentals, and administrative support costs. The Service will generate these funds through tuition charges to attendees and will pay its prorated share of costs.

5. Provide a Service project manager to be a liaison with the Bureau for the activities of the Continuing Education Program.

6. Subject to the availability of appropriated funds, pay the expenses of Service members of the Continuing Education Steering Committee and module design and development groups.

D. Shared Responsibilities:

1. All other costs involving the Continuing Education Steering Committee and any module design and development groups (i.e., private consultants, other agencies, contracts) will be shared equally by the Service and the Bureau.

2. Subject matter experts to serve as consultant to, or on module development groups for specific course development and design, or as the providers/instructors for specific courses will be recommended jointly by the Bureau and Forest Service co-chairs of the steering committee to the Bureau Training Center Manager. Should disagreements about the selection and use of subject matter experts occur, the BLM Arizona State Director will make the final selections, after consultation with the Forest Service Director for Range Management.

III. OTHER GENERAL PROVISIONS:

A. Appropriations are not currently available to fund periods subsequent to 1991. Any future obligation of funds under this agreement is contingent upon availability of appropriated funds from which payment for these purposes can be made.

B. This Interagency Agreement may be amended, supplemented, extended, or superseded at any time by written agreement signed by both parties to this agreement. Requests for change should be submitted to the other party not less than 30 days before the effective date proposed. Amendments will list the specific actions to be taken, cost reimbursements, funding mechanisms, and coordination details.

C. No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise there from, unless it be made with a corporation for its general benefit.

D. This Interagency Agreement shall become effective upon date of final signatures and shall continue indefinitely, but may be terminated at the request of either party. Such request for termination shall be submitted to the other party not less than 12 months before the effective date desired.

United States Department of  
Agriculture,  
Forest Service

/s/ F. Dale Robertson  
Chief, Forest Service

6/21/91  
Date

United States Department of Interior,  
Bureau of Land Management

/s/ Cy Jamison  
Director, Bureau of Land Management

5/31/91  
Date

**1531.12q - Interagency Agreement Between the U.S. Department of the Interior, Bureau of Land Management and the U.S. Department of Agriculture, Forest Service for Oil and Gas Leasing**

INTERAGENCY AGREEMENT  
BETWEEN  
THE FOREST SERVICE  
AND  
THE BUREAU OF LAND MANAGEMENT  
FOR  
OIL AND GAS LEASING

This interagency Agreement (IA) established certain procedures by which the Forest Service (FS) will authorize the Bureau of Land Management (BLM) to offer National Forest System (NFS) lands for oil and gas leasing. The intent of this IA is to promote timely, efficient, effective compliance with the statutory and regulatory responsibilities of both parties.

**I. LEASING ANALYSIS**

Regulations at 36 CFR 228.102 require the FS to conduct an analysis prior to authorizing the BLM to offer NFS lands for oil and gas lease. The FS and the BLM agree that an important objective of this analysis should be to ensure that it provides an adequate environmental basis for all decisions to be made by the FS or the BLM with respect to offering NFS lands for lease. To ensure that such will be the case, each documentation of an analysis shall include:

1. Description of the manner in which exploration, development, production and abandonment are administered, including a brief explanation of how lease stipulations, sections 2 and 6 of the standard lease form, Onshore Oil and Gas Orders, and Notices of Lessees and Operators are used to direct and control operations. The role of other agencies is also to be discussed, particularly with respect to air and water pollution control.
2. Description of historic and current leasing, exploration and production trends in the area and an assessment of the potential for occurrence of oil and gas. High, moderate, and low potential areas are to be shown on maps.
3. Projection of the type and amount of activity that is reasonably foreseeable within the analysis area based on the trends identified and the assessment of potential for occurrence of oil and gas. How the projection would be affected under each alternative is to be described. For purposes of analysis, and to provide a basis for identifying lease stipulations, at least some exploration, development, and production is to be projected for the area even if activity is not likely.

4. Summary of the anticipated beneficial and adverse environmental effects (including social and economic) of the reasonably foreseeable activity projected under the proposed action and under each alternative.

5. Identification on maps, for each alternative, of areas that would be:

(i) open to development subject to the terms and conditions of the standard lease form. Typical conditions of approval that will be enforced under the standard lease terms when operations are proposed are to be generally described (i.e., stream setbacks, erosion control practices, visual resource protection measures, etc.);

(ii) open to development but subject to lease stipulations that would prohibit operations on areas larger than 40 acres or that would require delays of more than 60 days. If other standards are adopted for use of stipulations (36 CFR 228.102©), such standards will be described in decision documents and included as a lease stipulation when lands in the analysis area are offered for sale. Maps are to show where each stipulation would be used. Narratives are to state why each stipulation is considered justified and necessary. And,

(iii) closed to leasing, distinguishing between those areas closed by exercise of management discretion and those closed by other authority, such as a law, regulation, or order.

6. Identification of opportunities for enhancing renewable resource values or for adjusting the mix of land uses in conflict areas such that oil and gas activities could be allowed without resulting in unacceptable effects.

## II. COORDINATION OF ANALYSIS

Coordination of analysis is to be such that BLM will be able to adopt resulting NEPA documents as provided for by 40 CFR 1506.3(c). The BLM shall participate as a cooperating agency in the scooping and completion of leasing analyses and in documenting the results. The BLM will, if requested, specifically provide data for leasing analyses in the following areas:

- Describing post-lease controls and the manner in which operations are administered (including compliance with air and water quality statutes).
- Describing exploration, leasing and production trends, and assessing the potential for occurrence of oil and gas.
- Projecting reasonably foreseeable activity scenarios and describing how scenarios would be affected under alternatives being analyzed.
- Analyzing direct, indirect, and cumulative impacts to subsurface values.

Analyses conducted under 36 CFR 228.102(c) are to be adequate to support both of the decisions required by 36 CFR 228.102(d) and (e). If additional analyses prove necessary, the FS and BLM will coordinate such in the same manner as is described in this section.

### III. GENERAL PROGRAM COORDINATION

The FS and the BLM will coordinate oil and gas work planning at the local level and will coordinate requests for appropriations at the National level. FS will give priority to scheduling areas for analysis that BLM identifies as having leasing interest. BLM will give priority to providing requested information for leasing analyses to ensure that leasing analysis schedules can be met.

Within the external boundaries of NFS unit, split estate lands (private surface/Federal minerals) are to be included in the leasing analysis done for NFS lands. Responsibility for conducting that portion of an analysis is to be decided at the local level.

The FS and BLM will coordinate use of lease stipulations to achieve consistency in content and format.

Prior to finalizing a sale notice that includes NFS lands, BLM will forward the notice to FS to ensure correct stipulations are being used. If the FS does not respond within 30 days, BLM may proceed to publish the sale notice relying upon the maps or legal land descriptions provided by the FS when the authorization to offer lands for lease was given. If parcels do not receive bids at a lease sale but are then filed upon noncompetitively with reconfigured boundaries, the BLM will similarly provide the FS a 30-day opportunity to ensure that correct stipulations are being used.

Joint signing of transmittals of NEPA documents to interested and affected parties is encouraged. Consideration is also to be given to combined decision documents that would allow the public to view the respective decisions and appeal procedures of both agencies simultaneously.

The BLM will provide copies of leases to FS within 60 days of lease issuance, and will notify FS within 60 days of relinquishment, termination, expiration, unitization, or extension of leases.

The FS and BLM will provide each other a reasonable opportunity to comment on draft manuals, handbooks, and directives affecting the manner in which land use planning and NEPA compliance is accomplished for oil and gas leasing.

### IV. SUPPLEMENTAL AGREEMENTS

The BLM State Directors and FS Regional Directors are encouraged to enter into supplemental agreements consistent with this IA to further enhance cooperation and efficiencies between the agencies. Copies of supplement agreements are to be forwarded to respective Washington Offices for informational purposes.

## V. EFFECT OF THIS AGREEMENT

This IA supersedes the IA for Mineral leasing dated June 19, 1984, with respect to oil and gas leasing. It is to be implemented in conjunction with the FS/BLM Planning IA of 1986. It is not to be read as affecting regulations controlling the manner in which Forest Plans are developed or implemented. Inconsistencies between this IA and present or future regulations of either agency are to be resolved in favor of the regulation.

/s/ F. Dale Robertson  
Jamison  
Chief, U.S. Forest Service

/s/ Cy  
Director, Bureau of Land Management

Date: 11/4/91

Date: 11/19/91

### **1531.12r - Interagency Agreement Between the U.S. Department of the Interior, Bureau of Land Management and the U.S. Department of Agriculture, Forest Service for Oil and Gas Operations**

#### INTERAGENCY AGREEMENT BETWEEN THE FOREST SERVICE AND THE BUREAU OF LAND MANAGEMENT FOR OIL AND GAS OPERATIONS

This Interagency Agreement (IA) between the U.S. Forest Service (FS) and the Bureau of Land Management (BLM) establishes certain procedures for the coordinated administration of oil and gas operations on Federal leases within the National Forest System (NFS). The intent of this IA is to provide a basis for efficient, effective compliance with statutory and regulatory requirements of both Agencies. The FS and BLM will cooperate to ensure smooth coordination for processing Applications for Permit to Drill (APD's) and review of subsequent operations. Individual offices of the FS and BLM are encouraged to enter into more detailed agreements, consistent with this IA, to improve coordination and efficiency at the local level. Copies of agreements are to be forwarded to respective Washington Offices for information purposes.

This IA is to be read in conjunction with Onshore Oil and Gas Operating Order No. 1 and regulations appearing at 36 CFR 228 Subpart E and 43 CFR 3160, which define certain terms

used in this IA, describe processing steps in more detail, and contain timeframes for certain actions to be taken by the FS and BLM.

## I. OPERATIONS

A. General - No oil and gas operations involving surface disturbance on NFS lands are permitted without approval from the FS. The FS shall have the lead for National Environmental Policy Act (NEPA) analysis and documentation for such operations. The BLM shall be responsible for addressing down-hole aspects of proposals. A single NEPA document is to be prepared to support all decisions to be made by FS or BLM on the proposed action, including decisions on off lease uses. NEPA documents shall be tiered to existing documents to the extent possible.

B. Application for Permit to Drill and Notice of Staking - Onshore Order No. 1 allows operators to choose one of two methods to obtain approval to drill a well. Each requires the site to be surveyed and staked, and each requires a complete APD to be filed, including a Surface Use Plan of Operations (SUPO) which BLM will promptly forward to FS and which requires FS approval. However, under the Notice of Staking (NOS) method, submission of a complete SUPO is delayed by the operator until after a pre-drill site inspection has been made.

1. Posting - Public notice of an APD or NOS shall be posted for 30 days at the offices of the Forest Supervisor and District Ranger, and at the responsible office of the BLM. When an APD or NOS is submitted, the BLM will promptly forward sufficient information to the FS by telephone, telefax, etc., to allow the posting period to commence. All offices shall commence the posting period as soon as the following information is available:

- i. Company/Operator Name
- ii. Well Name/Number
- iii. Well Location (nearest 1/4, 1/4 section)
- iv. Where the Location Map is available for review

An operator may also request a waiver, exception, or modification of a lease stipulation when an APD or NOS is submitted. If granting such request would constitute a substantial modification of the lease terms, the public is to be notified of the request in the same posting. If this is not done, a separate 30-day posting will be necessary.

If FS or BLM elects to forward copies of the public notice to interested parties, a copy of the interested parties list shall be given to the other agency. Such actions are not to delay commencement of the mandatory 30-day public notice period.

2. Processing Delays - Upon receipt of the information required for posting, the FS will determine whether processing is likely to occur within the timeframes specified in Onshore Order No. 1, or whether additional time will be necessary for items such as NEPA analysis, Endangered Species Act compliance, cultural clearances. In accordance with 36 CFR

228.107(b)(1), the FS will advise both BLM and the operator in writing if, and as soon as it becomes known, processing will be delayed.

3. Pre-drill Inspection - Upon receipt of an NOS or an APD (with the minimum information that would be required for an NOS), the FS will notify the operator as to whether special use permits will be necessary, and will schedule and coordinate a pre-drill inspection consistent with requirements in Onshore Order No. 1. The FS will be prepared at the inspection to discuss special operating conditions for the area, and to inform the operator as to whether endangered species, special studies, or inventories will be necessary. If this is not possible, FS will provide the operator such information within 7 days of the inspection. The BLM will

provide input to FS concerning down-hole issues and analyses, and concerning the effect of mitigating measures on down-hole operations. The FS will incorporate BLM's concerns and findings in its SUPO decision and, in accordance with 36 CFR 228.107(b)(2), shall promptly notify the operator and BLM of the decision.

C. Sundry Notice - Upon receipt of a Sundry Notice (SN), BLM will forward a copy to the FS if there will be a change to an approved SUPO, or if temporary or permanent abandonment is involved. The FS will review and respond to BLM and the operator as quickly as possible. If an SN is submitted either verbally or in writing that requires quick approval, BLM will request FS to give initial verbal approval to the surface use involved. Discussions between FS and BLM concerning verbal approvals are to be documented in official case files.

With respect to SN's for disposal of produced water, BLM shall be responsible for authorizing the method of disposal and approval of the overall operation, but only after FS has authorized the surface use.

D. Threatened and Endangered Species, and Cultural Clearances - The FS shall be responsible for ensuring compliance with the Endangered Species and Historic Preservation Acts.

E. Bonding - If at any time prior to or during the conduct of operations the FS determines that additional bonding is necessary, the FS will inform the operator and the BLM of the amount and give the operator the option of increasing the bond held by BLM, or of posting a separate bond with FS. The FS will notify BLM of the operator's decision and shall provide copies of all correspondence with the operator relative to the bond amount increase.

In the event of default environmental concerns shall be given priority for application of bond funds.

F. Onshore Orders/Notices to Lessees - The requirements found in Onshore Orders/Notices to Lessees often involve safety-related or important down-hole issues which influence the conduct of operations on the surface. In some cases, operators will not have great flexibility as to how, when, and where this surface use occurs. For that reason, it is



important that there be close coordination between offices to ensure that operators are allowed to comply with these requirements.

G. Official Files - BLM's official files shall include copies of all correspondence from the FS relative to surface use actions.

## II. INSPECTION AND ENFORCEMENT

The FS has inspection and enforcement responsibility (I&E) for surface use. BLM has responsibility for down-hole I&E (including related equipment on the surface) and production accountability. However, in some cases, FS and BLM I&E responsibilities overlap and require coordination (i.e., removing oil from pits involves both surface protection and production accountability concerns). In other cases, I&E can be performed by one Agency on behalf of the other. Local offices are encouraged to enter into agreements providing for coordination of I&E, and allowing for non-technical I&E to be performed by whichever Agency can accomplish the work most efficiently.

Consultation and formation exchange between I&E personnel is encouraged to avoid duplication of effort. Copies of inspection reports, and Notices or Incidents of Noncompliance are to be shared at the local level.

If an emergency occurs such as imminent danger to public health and safety or serious harm to important resource values, the Agency first made aware of the situation shall take immediate action to abate the situation and shall notify the other Agency as soon as possible. However, where the situation appears to require down-hole operations be shutdown, FS shall not order a shutdown without first contacting BLM so that BLM can coordinate with the operator to ensure the shutdown is handled in a safe, efficient manner. At such time as FS delivers a written order to the operator, BLM will be given a copy.

## III. EFFECT ON THE OTHER AGREEMENTS

This IA supersedes the Leasable Mineral Operations Agreement of October 1987, including the 1989 Supplement that addressed bonding, to the extent that oil and gas coordination procedures were a part of that Agreement.

/s/ F. Dale Robertson  
Chief, U.S. Forest Service

/s/ Cy Jamison  
Director, Bureau of Land Management

Date: 11/4/91

Date: 11/19/91