

INTERAGENCY AGREEMENT

between

USDI

BUREAU OF LAND MANAGEMENT

TWIN FALLS DISTRICT

and the

USDA FOREST SERVICE

SAWTOOTH NATIONAL FOREST

KETCHUM RANGER DISTRICT

RECEIVED

JUL 17 2006

This INTERAGENCY AGREEMENT is hereby entered into by and between the USDI, Bureau of Land Management (BLM) and the USDA, Forest Service, Sawtooth National Forest (Forest Service) under the provisions of the Economy Act of June 30, 1932 (31 U.S.C. 1535, Pub. L. 97-258 and 98-216).

I. PURPOSE

This agreement is to provide a framework for cooperative administration of BLM administered public land within the Bald Mountain Winter Sports Area. These public lands are described below and referred to as "the subject public land."

T.4N., R.17E., Boise Meridian, Idaho

Sec. 13:

W1/2NW1/4NW1/4, SW1/4NW1/4, SW1/4SE1/4RNW1/4, W1/2NE1/4SW1/4, NW1/4SW1/4, S1/2SW1/4

Sec. 24:

21/2NE1/4, W1/2NE1/4SE1/4NE1/4, W1/2SE1/4NE1/4, SE1/4SE1/4NE1/4, W1/S, SE1/4

Sec. 25:

N1/2, SW1/4, W1/2SE1/4

Total: 1,365 acres

The Bald Mountain Winter Sports Area encompasses land under the jurisdiction of both BLM (41%) and the Forest Service (59%). Both agencies agree that efficiencies to the Government and to the permittee can be obtained through the use of one permit for all Federal land. Since the Forest Service is better able to furnish expertise necessary for the administration of a ski area and its winter and summer trail system, the BLM and the Forest Service agree as follows:

II. THE BLM SHALL:

1. Provide available staff, when requested by the Forest Service, to assist with the management of the subject public land. This assistance will normally include the planning, project, and NEPA interdisciplinary team participation.

2. Review the special use permit, including proposed modification to the existing permit.
3. Advise the Forest Service of any particular problems or requirements relating to administration of the subject public land.
4. Participate in joint meetings, inspections and/or field tours, which directly relate to the long-term management of the subject public land.
5. Assist in funding a recreation/trails position for management of recreation activities, which take place on the subject public land. The terms and conditions of this funding are outlined in a separate Interagency Agreement (06-IA-11041403-011).
6. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

III. THE FOREST SERVICE SHALL:

1. Prepare, issue, and administer a joint special use permit, countersigned by the BLM, authorizing the continued operation of privately-owned winter sports facilities on public land which is located on Bald Mountain and administered by both the BLM and Forest Service.
2. Consult with representative of the Shoshone BLM Office prior to authorizing or initiating any new actions, which would substantially affect the environment of the subject public land.
3. Keep Shoshone BLM Office personnel informed of any problems or significant developments, which pertain directly or indirectly to the subject public land.
4. Collect fees annually from the permittee in accordance with the terms of the special use permit. (Advance minimum billing December and final billing 90 days after calendar year end with billings in between according to revenue.)
5. Provide the BLM project contact a copy of the paid bill for collection sent to the permittee. Notify the BLM project contact when the fees have been collected and via the IPAC system. Transfer 41% of those fees to the BLM, which is based upon the percentage of the BLM, administered land within the ski area boundary.
6. Notify the Shoshone BLM Office of key field tours and invite their participation.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. Meetings will be held at least annually, and more often if deemed necessary by either party, to discuss any aspects of operation of the winter sports area or administration of the special use permit which pertain to the subject public land.
2. There will be mutual concurrence on all amendments to the special use permit and/or all revisions to the master plan for the Bald Mountain Winter Sports Area.

3. Both parties will cooperate to accomplish vegetation management or watershed management projects.
4. **MODIFICATION.** 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 all parties, prior to any changes being performed.
5. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

6. **BILLING.** The maximum total cost liability for this instrument is 41% of the annual receipts. Transfer of Funds to the BLM will be through an On-Line Payment and Collection System (IPAC) billing. The IPAC billing document which the Forest Service will prepare shall contain the following information as the first line of the description or the reference section:

BLM Agreement No.:	IA-06-ID200-003
BLM Treasury Account Symbol:	14X5413
BLM Cost Account Data:	ID230 SU50
Agency Location Code:	14-11-0008
Description:	Fees collected from the Bald Mountain Winter Sports Area for the period mm/dd/yyyy to mm/dd/yyyy. Recreation - SRPs, Shoshone ID19, Commercial Attn: Lisa Dehn

7. **PRINCIPAL CONTACT.** The principal contacts for this instrument are:

BLM Project Contact	Forest Service Project Contact
John Kurtz	Joseph Miczulski
Outdoor Recreation Planner	Winter Sports / Recreation
USDI, Bureau of Land Management	Sawtooth National Forest
400 W. F. Street	P.O. Box 2356
Shoshone, ID 83352	Ketchum, ID 83340
Phone: (208) 732-7296	Phone: (208) 622-0087
FAX: (208) 732-7317	FAX: (208) 622-3923
E-Mail: john_kurtz@blm.gov	E-Mail: jmiczulski@fs.fed.us

BLM Administrative Contact	Forest Service Administrative Contact
Beckie Wagoner	Gladys V. Hamilton
District Administrative Assistant	Grants & Agreements Specialist
Twin Falls District BLM	Sawtooth National Forest
2536 Kimberly Road	2647 Kimberly Rd. E.
Twin Falls, ID 83301	Twin Falls, ID 83301
Phone: (208) 735-2063	Phone: (208) 737-3284
FAX: (208) 735-2076	FAX: (208) 737-3236
E-Mail: Beckie_wagoner@blm.gov	E-Mail: gvhamilton@fs.fed.us

BLM Payment Contact	Forest Service Billing Contact
Rex Roundy	Jackie Richter
Accounts Supervisor	Resource Technician
BLM Idaho State Office	Sawtooth National Forest
1387 South Vinnell Way	2647 Kimberly Rd. E.
Boise, ID 83709	Twin Falls, ID 83301
Phone: (208) 373-3838	Phone: (208) 737-3247
FAX: (208) 373-3899	FAX: (208) 737-3237
E-Mail: rex_roundy@blm.gov	E-Mail: jsrichter@fs.fed.us

8. **COMMENCEMENT/EXPIRATION DATE.** The instrument is executed as of the date of the last signature and is effective through December 31, 2010 at which time it will expire unless extended.

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

Howard Hedrick
HOWARD HEDRICK,
Twin Falls District Manager
USDI, Bureau of Land Management

July 12, 2006
Date

Ruth M. Monahan
RUTH M. MONAHAN, Forest Supervisor
Sawtooth National Forest

7/12/06
Date

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT
HAVE BEEN REVIEWED AND APPROVED FOR SIGNATURE.

7/12/06
AGREEMENTS COORDINATOR DATE

SAWTOOTH NATIONAL FOREST
KETCHUM RANGER DISTRICT

P.O. BOX 2356

KETCHUM, IDAHO 83340

PHONE: 208-622-5371

FAX: 208-622-3923

TO: Julie FROM: Renee
FAX: 622 2015 DATE: 11/28/07
PHONE: _____ PAGES: _____
RE: _____ CC: _____

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