



DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-2255

SEP 21 2001

REPLY TO
ATTENTION OF

Environmental Management Branch

Carolyn Lumar
USDA Forest Service
Rocky Mountain Research Station
240 West Prospect
Fort Collins, Colorado 80526-2098

Re: Interagency Agreement Number 01-IA-11221627-262

Dear Ms. Lumar:

By your letter of August 27, 2001 you forwarded two original-signature copies of the above referenced agreement for our signature and review. Returned herewith is one signed original; we have retained the other for our use. Authorized Forest Service representatives may now place task orders under this agreement for work that they need the U.S. Army Corps of Engineers to perform.

During our review of the Agreement, it was noted that Article VIII makes reference to the "U.S. Army Corps of Engineers Board of Contract Appeals", however that Board has been consolidated into the Armed Services Board of Contract Appeals. This is not a substantive change to the Agreement, but has been noted for correction when the Agreement is re-issued or amended in the future.

We look forward to the opportunity to work with you and your organization, providing goods and services in support of Forest Service activities. Please contact Lynn Daniels at (406) 541-4845, or by e-mail at lynn.a.daniels@usace.army.mil if you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard R. Blood".

Howard R. Blood, PE
Chief, Environmental Management Branch

Encl.

Cf: Lynn Daniels
Wilbert Boyd, USFS

MASTER INTERAGENCY AGREEMENT
BETWEEN
THE USDA FOREST SERVICE, USDA-FS ROCKY MOUNTAIN RESEARCH STATION
AND
THE DEPARTMENT OF THE ARMY

ARTICLE I - PURPOSE AND AUTHORITY

This Master Interagency Agreement ("IAG") is entered into by and between the US Department of the Army ("DA") and the Department of Agriculture Forest Service, ("Forest Service") (when referred to jointly, the "parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of DA goods and services relating to Forest Service activities. The IAG is entered into under the provisions of the Economy Act of June 30, 1932, as amended (31 U.S.C. § 1535).

ARTICLE II - SCOPE

Goods and services that the DA may provide under this IAG include design, surveying, geotechnical, construction and environmental products and services and such other related goods or services as may be agreed upon in the future.

Nothing in this IAG shall be construed to required Forest Service to use the DA or to require the DA to provide any goods or services to the Forest Service, except as may be set forth in Task Orders ("TO(s)").

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the DA and Forest Service, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this IAG.

The principal contacts for this instrument are:

Forest Service Project Contact

Wilbert Boyd
USDA Forest Service
Rocky Mountain Research Station
240 West Prospect
Fort Collins CO 80526-2098
Phone: 970-498-1135
FAX: 970-498-1010
E-Mail: wboyd@fs.fed.us

Cooperator Project Contact

Lynn A. Daniels
US Army Corps of Engineers
Seattle District
PO Box 3755
Seattle WA 98124-3755
Phone: 206-764-3491
FAX:
E-Mail:
Lynn.A.Daniels@nws02.usace.army.mil

Forest Service Administrative Contact

Carolyn Lumar
USDA Forest Service
Rocky Mountain Research Station
240 West Prospect
Fort Collins CO 80526-2098
Phone: 970-498-1172
FAX: 970-498-1396
E-Mail: clumar@fs.fed.us

Cooperator Administrative Contact

Phone:
FAX:
E-Mail:

Additional representatives may also be appointed to serve as points of contact on TOs.

ARTICLE IV - TASK ORDERS

In response to requests from the Forest Service for DA assistance under this IAG, the DA and the Forest Service shall conclude mutually agreed upon written TOs. Those TOs must be on Department of Agriculture Form AD-672, which is included herein as EXHIBIT A and made a part of this agreement, or similar document containing the same information. TOs must include and address the following:

- a detailed scope of work statement;
- schedules;
- funding arrangements;
- the estimated amount of funds required and available to accomplish the scope of work as stated above; and
- the Forest Service fund citation and the date upon which the cited funds expire for obligation purposes;
- identification of individual project managers,
- identification of types of contracts to be used (if known);
- types and frequencies of reports;

- identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, rights to data, software and intellectual property, and contract audits;
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

Goods and services shall be provided under this IAG only after an appropriate TO has been signed by a representative of each party authorized to execute that TO. In the case of conflict between this IAG and a TO, the IAG shall control.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the Department of the Army

The DA shall provide the Forest Service with goods or services in accordance with the purpose, terms, and conditions of this IAG and with specific requirements set forth in TOs and implementing arrangements.

The DA shall identify authorized DA representatives to sign TOs.

The DA shall use its best efforts to provide goods or services either by contract or by in-house effort.

The DA shall provide detailed periodic progress, financial and other reports to the Forest Service as agreed to in the TO. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.

The DA shall inform the Forest Service of all work intended for contractors and prior to award, inform the Forest Service of the apparent low bidder.

The DA shall 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.

B. Responsibilities of the FOREST SERVICE

The Forest Service shall certify, prior to the execution of each TO under this IAG, that the TO complies with the requirements of the Economy in Government Act. It is further agreed, that Exhibit B, which is hereby made a part of this agreement, shall be used to meet this requirement.

The Forest Service shall pay all costs associated with the DA's provisions of goods or services under this IAG and shall certify, at the time of signature of a TO, the availability of funds necessary to accomplish that TO.

The Forest Service shall ensure that only authorized Forest Service representatives sign TOs.

THE Forest Service shall develop draft TOs to include scope of work statements.

The Forest Service shall obtain for the DA all necessary real estate interests and access to all work sites and support facilities under the control of the Forest Service. In addition, the Forest Service and/or contractor shall perform all coordination with and obtain any permits required from state and local agencies to obtain access to work sites and support facilities, as necessary during the execution of each TO. The DA may assist in preparing applications and real estate documents.

ARTICLE VI - FUNDING

The Forest Service shall reimburse the DA for all costs associated with the DA's provision of goods or services under this IAG. The DA shall bill the Forest Service monthly for costs incurred, and the Forest Service shall reimburse the DA within 30 days.

Unless specified in the TO, Federal funding under this instrument is not available for reimbursement of DA purchase of equipment.

The DA shall monitor costs to prevent exceeding funds available under the TO. If the DA forecasts its actual costs under a TO to exceed the amount of funds available under that TO, it shall promptly notify the Forest Service of the amount of additional funds necessary to complete the work under that TO. The Forest Service shall either provide the additional funds to the DA, or require that the scope of work be limited to that which can be paid for by the then available funds, or direct termination of the work under the TO.

Within 90 days of completing the work under a TO, the DA shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the DA shall return to the Forest Service any funds in excess of the actual costs as then known, or the Forest Service shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the Forest Service's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

ARTICLE VII - APPLICABLE LAWS

This IAG and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the DA shall be governed by DA policies and procedures.

ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with Federal law and the terms of the individual contract. The DA shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41

U.S.C. § 601-613). The U.S. Army Corps of Engineers Board of Contract Appeals ("ENG BCA") is designated as the appropriate board of contract appeals. In lieu of appealing to the ENG BCA, the contractor may bring an action directly to the United States Court of Federal Claims.

The DA shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The DA shall notify the Forest Service of any such litigation and afford the Forest Service an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

ARTICLE IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the Forest Service and the DA shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office Management and Budget [or such other entity as may be appropriate, such as Office of the Secretary of Defense for inter-service IAGs].

ARTICLE X - RESPONSIBILITY FOR COSTS

If liability of any kind is imposed on the United States relating to the DA's provision of goods or services under this IAG, the DA will accept accountability for its actions, but the Forest Service shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs.

ARTICLE XI - PUBLIC INFORMATION

Justification and explanation of the Forest Service programs before Congress and other agencies, department, and offices of the Federal Executive Branch shall be the responsibility of the Forest Service. The DA may provide, upon request, any assistance necessary to support the Forest Service's justification or explanations of the Forest Service's programs conducted under this IAG. In general, the Forest Service is responsible for all public information. The DA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The Forest Service or the DA shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to TOs under this IAG.

ARTICLE XII - MISCELLANEOUS

A. Other Relationships or Obligations

This IAG shall not affect any pre-existing or independent relationships or obligations between the Forest Service and the DA.

Supplement to AD-672 Reimbursement or Advance of Funds

FS Agreement No. 01-IA-11221627-262

Cooperator Agreement No.

1. **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 both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
2. **TERMINATION.** Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party(s) 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 parties expenses and all noncancellable obligations properly incurred up to the effective date of termination.
3. **OBLIGATION.** Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.
4. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact

Cooperator Project Contact

Phone:
FAX:
E-Mail:

Phone:
FAX:
E-Mail

Forest Service Administrative Contact

Carolyn Lumar
USDA Forest Service
Rocky Mountain Research Station
240 West Prospect
Fort Collins CO 80526-2098
Phone: 970-498-1172
FAX: 970-498-1396
E-Mail: clumar@fs.fed.us

Cooperator Administrative Contact

Phone:
FAX:
E-Mail:

5. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this instrument is not available for reimbursement of Cooperator purchase of equipment (and supplies, optional).
6. **ACCESS TO RECORDS:** 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.
7. **FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS.** Forest Service support shall be acknowledged in publications and audiovisuals.

Supplement to AD-672 Reimbursement or Advance of Funds

FS Agreement No. 01-IA-11221627-262

Cooperator Agreement No.

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

Agency Location Code - 12-40-1100
Miscellaneous Order No. -
FS Account Data -
Job Code -
Instrument No. -
Budget Object Code - 2559

A detailed list of charges incurred will be made available upon request. Any excess funds not used for the agreed costs shall be refunded to the Forest Service upon expiration of this instrument.

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

9. RESTRICTION TO 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.
10. The information furnished to the Forest Service is subject to the Freedom of Information Act (5 U.S.C. 552).
11. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on , at which time it is subject to review and renewal, or expiration.

EXHIBIT B

United States
Department of
Agriculture

Forest
Service

Rocky Mountain
Research Station

240 West Prospect
Fort Collins, CO
80526-2098

File Code: 6320/1580

Date:

Route To:

Subject: Economy Act Determination and Finding, FAR 17.5/FSM 1585.12

To: The File

A determination is hereby made in accordance with FAR 17.502 and 17.503, AGAR 417.502, and FSM 1585.12 that the acquisition of **(DESCRIBE THE SERVICES OR PRODUCT TO BE PROCURED - WHO FOR AND AGENCY FROM)** is appropriate and legal under the Economy Act, Section 601, 31 U.S.C. 1535, and that appropriated funds may legally be used for this project as certified below. The acquisition from the **(NAME OF AGENCY PROVIDING SERVICE/PRODUCT)** does not conflict with any other agency's authority

I certify that this Economy Act acquisition is in the best interest of the Government, and that the supplies or services cannot be provided by contract as **[conveniently] or [economically]** **(CHOOSE ONE ECONOMY ACT CERTIFICATION AND PROVIDE DETAIL INFORMATION AS REQUESTED: [conveniently - a statement as to why it is convenient] or [economically - cost comparison data should be provided])** by the Forest Service from a commercial enterprise. This acquisition (check appropriate response) will will not involve a contract entered into or administered by the servicing agency. **(If "will" is checked, the circumstance(s) checked below is/are applicable: (IF WILL NOT IS CHECKED DELETE THE FOLLOWING UNTIL THE LAST PARAGRAPH)**

- 1. The acquisition is appropriately made under an existing contract of the servicing agency to meet the requirements of the servicing agency for the same or similar goods or services;
- 2. The servicing agency has capabilities or expertise to enter into a contract for such goods or services which is not available within the requesting agency;
- 3. The servicing agency is specifically authorized by law or regulation to purchase such goods or services on behalf of other agencies.

Yes No The servicing agency is covered by the Federal Acquisition Regulations. If the answer is no, the proposed interagency agreement must be approved by the senior procurement executive of the United States Department of Agriculture prior to issuance of the interagency agreement.

I certify that adequate funds are available and may legally be expended for this project, not to exceed **(ENTER DOLLAR AMOUNT OF IA)**. Use Job Code(s): **(ENTER JC)**
Recommended by:

(Signature of Official Signing IA)

Date:

Approved by:

Contracting Officer
with authority to process this transaction as a procurement.

Date:_____

(ONCE NEEDED ENTERIES ARE MADE AND ANY DELETIONS ARE MADE TURN OFF THE BOLD HIGHLIGHTS - this note should be deleted also)