

MASTER INTERAGENCY AGREEMENT  
 BETWEEN  
 THE USDA FOREST SERVICE, USDA-FS REGION 1  
 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 require the 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 the 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:

Sam Morgeau USDA Forest Service Northern Region, RO PO Box 7669 Missoula, MT 59807 406-329-3173	Lynn A. Daniels US Army Corp of Engineers Seattle District PO Box 3755 Seattle, Washington 98124-3755 206-764-3491
--	---

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 2 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;
- 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.

### B. Survival

The provisions of this IAG which require performance after the expiration or termination of the IAG shall remain in force notwithstanding the expiration or termination of this IAG.

### C. Severability

If any provision of this IAG is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

## ARTICLE XIII - AMENDMENT, MODIFICATION AND TERMINATION

Modifications within the scope of the IAG or TO's, 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 TO changes not properly approved in advance.

Either party(s), in writing, may terminate the IAG or any TO in whole, or in part, at any time before the date of expiration. The termination shall be effective upon the sixtieth calendar day following receipt of such notice, unless a later date is set forth. In the event of termination, 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.

ARTICLE XIV - EFFECTIVE AND COMPLETION DATES

This instrument is executed as of the last date shown below and is effective for a period of 5 years, at which time it will be subject to review, renewal, or expiration.

USDA Forest Service, Region 1

Ronald D. Lamm

U.S. Department of the Army

James M. Highley

DATE: 8/6/99

*Ral/APP  
GAG/ENGR  
RB/APP*

DATE: 9 Aug 99



## INSTRUCTIONS FOR FORM AD - 672 (Revised 9/86)

1. AGREEMENT NUMBER - Enter the Performing Agency's Agreement Number.  
Enter up to 25 Positions Alpha/Numeric,  
First 6 Positions must be

1 - 2 - Agency Code  
3 - 4 - Fund Code  
5 - 6 - Fiscal Year

2. FISCAL YEAR - Enter 4 Positions, e.g. 1984

3. ESTIMATED AMOUNT - Enter up to \$999,999,999.99  
Omit commas and decimal point.

4. AGENCY BILLING INDICATOR - Enter 1,2,3, or 4

1 - Requesting Agency is an agency serviced by NEFF's MISC. system  
2 - Requesting Agency is a Government Agency, Bill SF 1081  
3 - Requesting Agency is a Government Agency, Bill SF 1080  
4 - Requesting Agency is other than Federal Government. Bill AD-631

5. TRANSACTION CODE - Enter 0, 1, 2, A, B, C

0 - Revenue - Government  
1 - Refund - Government  
2 - Reimbursement - Government  
A - Revenue - Public  
B - Refund - Public  
C - Reimbursement - Public

6. ACTION CODE - Enter 1,2,3, or 4

1 - Add New Agreement  
2 - Change Existing Agreement  
3 - Delete Existing Agreement  
4 - Issue Bill for Method of Payment upon demand or upon completion of work

7. NAME AND ADDRESS OF REQUESTING AGENCY

Name (32 positions)  
1st Line Address (32 positions)  
2nd Line Address (32 positions)  
City (21 positions)  
State (2 positions)  
Zip Code

8. NAME AND ADDRESS OF PERFORMING AGENCY -  
Same as item number seven.

9. SERVICES TO BE PERFORMED - Enter brief narrative.

10. LIST REFERENCES FOR CORRESPONDENCE - Enter reference data that the Requesting Agency requires for Correspondence or Billing (e.g. Requesting Agency Agreement Number) or authority for Agreement (e.g. Public Law 97-212).

11. DURATION OF AGREEMENT EFFECTIVE DATE

Enter month, day, year

CONTINUING THROUGH - Enter month, day, year.

12. METHOD OF PAYMENT

BILLING FREQUENCY - Enter 0, 1, 2, 3, 4, or 5

0 - Immediately  
1 - Monthly  
2 - Quarterly  
3 - Semiannually  
4 - Upon completion of work  
5 - Upon demand

TYPE OF ACCOUNT

0 - Transfer of Appropriation Account  
1 - Consolidated Working Fund

13. FINANCING (Requesting Agency- When NOT serviced by NEFF)  
Complete this block only when the requesting agency does not participate in the Central Accounting System processed by the USDA's National Finance Center

14. FINANCING (Requesting Agency - When serviced by NFC)  
Complete this block only when the requesting agency does participate in the Central Accounting System processed by the USDA's National Finance Center.

Agency Code - Enter 2-digit NFC assigned agency code

Fund Code - Enter 2-digit NFC assigned fund code

Accounting Station - Enter assigned accounting station code.

Accounting Classification Code - Enter accounting classification code of requesting agency

Object Class - Self Explanatory

Amount - Enter the estimated agreement amount allowable to each accounting classification

15. FINANCING (Performing Agency) - Enter agency code, accounting station, accounting classification code object class and amount stated in 14 above. Accounting codes used in this agreement cannot be duplicated in any other agreement number

16. LEAVE FACTOR - If leave is to be considered in billing the Requesting Agency for services, enter the leave factor. Enter 10.6% as 010/60 or 10/6

17. FICA FACTOR - If FICA taxes paid are to be considered in billing the Requesting Agency for services, enter the FICA factor. Enter 6.85% as 006/85 or 6/85

18. OVERHEAD FACTOR - If overhead is to be considered in billing the Requesting Agency for services, enter the overhead factor. Enter 18% as 018/00 or 18/0.

19. APPROVAL FOR REQUESTING AGENCY - Self explanatory.

20. APPROVAL FOR PERFORMING AGENCY - Self explanatory.

**EXHIBIT A (continued)**  
**Mandatory Clauses to be included in AD-672**

**OBLIGATIONS.** 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.

**AVAILABILITY OF FUNDS.** Funding in the amount of (\$) is currently obligated for performance of this instrument through ( date ). The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond (date) , until funds are made available to the Forest Service for performance and until it receives notice of availability. Contingent upon Forest Service approval of continuance of work, a written modification to the instrument shall be issued to include funding for the subsequent performance period as described in the approved operating or financial plan, or budget.

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

AS Account Data -	(Insert Re. Code, Unit code), i.e. 1301
Management Code -	(Insert Magma. Code composed of 6 Numerical digits plus an alpha indicator in the 7th position)
Instrument No. -	(Insert Nest. No.)
Agency Location Code -	
Budget Object Code -	(Insert BLOC)

Send bill to:

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

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.

**INSTRUCTIONS FOR BILLING CLAUSE: Include when OPAC billing are agreed to be used**

**EXHIBIT B**

File Code: 1580/6320

Date:

Route To:

Subject: Economy Act Determination FAR 17.5/FSM 1585.12

To: Files

I certify that use of an interagency acquisition is in the best interest of the Government, and that the supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source. The Economy Act order (check appropriate response) (\_\_\_\_) will (\_\_\_\_) will not require contracting action by the servicing agency. If "will" is checked, the circumstance(s) check below is/are applicable:

(\_\_\_\_) 1. The acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;

(\_\_\_\_) 2. The servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

(\_\_\_\_) 3. The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.

By: \_\_\_\_\_ Date  
Contracting Officer

I certify adequate funds are available and may legally be expanded for this project, not to exceed { \_\_\_\_\_ } Use Management Code(s):

By: \_\_\_\_\_ Date  
Project Manager