

*Interior/BLM*

**Interagency Agreement**

N-652-A-5-0003

*Coop  
Dec 94*

**U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT (BLM)  
DENVER WASHINGTON OFFICE  
(DWO-100)**

**AND**

**U.S. DEPARTMENT OF DEFENSE  
UNITED STATES ARMY CORPS OF ENGINEERS  
CONSTRUCTION ENGINEERING RESEARCH LABORATORIES  
ENVIRONMENTAL SUSTAINMENT LABORATORY  
(USACERL)**

**I. PURPOSE**

The purpose of this Interagency Agreement (IA) is to support and conduct joint development of natural resource management activities between the BLM and USACERL. These activities relate to the standardized and relational tracking and ecosystem management of threatened and endangered and special status species on those lands and resources under the jurisdiction of the Department of Defense (DoD) and Department of the Interior (DOI). DoD and DOI share these responsibilities and needs and, because of this commonality, closely coordinated development in these areas is desirable and beneficial to the U.S. Government. This IA is entirely voluntary in nature. Neither agency is required to request assistance from or provide assistance to the other by this IA.

**II. OBJECTIVES**

The objectives of this IA are:

- A. To cooperatively develop the BLM's Special Status Species Tracking system (SSST) and USACERL's Threatened and Endangered and Sensitive Species (TES) program in support of natural resource management activities.
- B. To jointly develop software compatible with the programs mentioned in II.A., with standardized definitions for tracking and reporting capabilities, as they relate to biodiversity, threatened, endangered, and sensitive species and habitat.
- C. To integrate threatened, endangered, and special status species data into BLM and USACERL data storage and interpretation

platforms currently in place.

### III. AUTHORITY

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701) Pub. L. 95-307, 92 Stat. 353, 16 U.S.C. 1643; Pub. L. 99-502; 10 U.S.C. 2358; Economy Act of 1932, as amended (31 U.S.C. 1535).

### IV. WORK TO BE PERFORMED

#### A. TASK/RESEARCH ORDERS (TOs/ROs).

1. Mutual Agreement. The specific work to be performed under this Interagency Agreement will be subject to mutual agreement of the BLM and USACERL and will be authorized by written Task/Research Orders (TOs/ROs) signed by the requesting agency's Contracting/Agreement Officer and accepted by the performing agency's Task Manager (see Para. IV.B. below). The Task Managers shall be responsible for jointly drafting and coordinating each TO/RO before submitting it to the requesting agency's Contracting/Agreement Officer for issuance. The IA will control in the event of a conflict between the IA and any TO/RO.

2. Statement of Work. Each TO/RO will 1) contain a statement of work (SOW) detailing the work items to be accomplished by each participant, including a schedule for work to be completed; 2) specifically identify any data being shared or exchanged, the sensitivity level of the data, and the limits on the use of the data; 3) provide an estimate of cost for performing the task, including a breakdown for labor, overhead, travel, administrative charges, and other costs; and 4) require written progress reports on a quarterly basis, if not more often (see Para. VIII. below). In addition, each TO/RO will delineate the responsibility for government-furnished equipment, software and intellectual property rights, and contract audits; identify the types of contract to be used; contain BLM's fund citations and the date upon which the cited funds expire for obligation purposes; contain procedures for amending or modifying the TOs/ROs; and contain such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested good and services. No goods or services will be provided by USACERL or BLM until the TO/RO is signed.

3. Study Plan. After the TO/RO has been issued by the requesting agency and accepted by the performing agency, the Task Managers shall work together to develop a study plan outlining methodologies and approaches to implement the total requirements of the TO/RO. This will be agreed to by USACERL and BLM and will encompass all detailed aspects of the TO/RO.

B. TASK MANAGER. The BLM and USACERL will each assign a Task Manager. Each Task Manager will function much like a Contracting

Officer's Technical Representative and will be responsible for providing on-site coordination, integration, and technical administration of the project. The Task Managers shall regularly meet, or otherwise communicate, to 1) plan work to be performed pursuant to this Interagency Agreement, 2) draft and coordinate the issuance of TOs/ROs, 3) review and evaluate the progress of the work being performed, 4) prepare the annual budget, and 5) monitor the expenditure of funds. The Task Managers do not have the authority to issue TOs/ROs or to modify or in any way change the terms of this agreement or TOs/ROs.

C. TECHNICAL DESIGN TEAM. The BLM and USACERL will form a technical design team (TDT), consisting of specialists and technical personnel from the BLM and USACERL. The TDT will be responsible for developing the detailed database design, standardizing the data element definitions, and for prototyping. The TDT will work closely with the User Acceptance Team (UAT), described in the next paragraph. BLM agrees to provide USACERL, and USACERL agrees to provide BLM, with a systems analyst who will provide technical support during the execution of this agreement. The TDT does not have the authority to issue TOs/ROs or to modify or in any way change the terms of this agreement or TOs/ROs, but shall cooperate in joint development and preparation of the TOs/ROs.

D. USER ACCEPTANCE TEAM. The proposed system will be presented for user acceptance review to the User Acceptance Team (UAT). The UAT, designated by the BLM and USACERL, will perform the duties set forth below. The UAT does not have the authority to issue TOs/ROs or to modify or in any way change the terms of this agreement or TOs/ROs, but shall cooperate in joint development and preparation of the TOs/ROs.

This team will be responsible for:

1. participating in the design and development phases;
2. responding to the Task Managers' needs for user input, testing, acceptance, and review; and
3. providing advice and input throughout the development process and ensuring the project continues to reflect user requirements.

## V. FUNDING

A. FUNDING. Subject to the availability of funds, funds will be provided for the work described and performed in accordance with each TO/RO issued under this agreement. If the actual cost to perform the work under the TO/RO is forecast to exceed the amount of funds available, the performing agency shall promptly notify the requesting agency of the amount of additional funding

necessary to pay for the assistance. The requesting agency shall either provide the additional funds to the performing agency within fifteen (15) calendar days thereafter, or limit the scope of the work to be performed, or direct termination of the TO/RO. Should the requesting agency not exercise any of the above options, the performing agency may immediately terminate work under the TO/RO. The total dollar amount of all work under this agreement shall not exceed \$100,000.

B. FINAL ACCOUNTING. Upon performing the work under the TO/RO, the performing agency shall conduct a final accounting within 120 calendar days of completion of the work to determine the actual costs of the work performed. The performing agency shall return any funds advanced in excess of the actual costs within 90 calendar days of the final accounting. However, the requesting agency will remain responsible for any outstanding costs after final accounting.

## VI. BILLING

Costs incurred to perform each TO/RO will be billed on a monthly basis to the agency funding the TO/RO. Billing will be submitted on an SF 1080, and will be broken down into the following categories: labor, overhead, travel, administrative charges, and other. The funding agency shall reimburse the performing agency within 30 days after receiving the SF 1080.

## VII. CONTRACTING OUT WORK

A. ACCORDANCE WITH FAR. The performing agency may identify tasks under an TO/RO which the agency is unable to perform and thus desires to obtain under a contract. All contracting activities shall be conducted in accordance with all applicable laws including the Federal Acquisition Regulations. All such actions will be subject to the terms and conditions of the contract.

B. INTELLECTUAL PROPERTY AND DATA RIGHTS. All contracts executed pursuant to this Interagency Agreement shall contain data rights and intellectual property clauses sufficient to protect the Government's interest.

C. ADVANCE NOTICE. The performing agency shall notify the requesting agency at least 30 days in advance of contracting, so arrangements can be made to appoint one or more technical personnel from the requesting agency to participate in the Technical Proposal Evaluation Committee (TPEC).

## VIII. REPORTS

A. QUARTERLY PROGRESS REPORTS. As stated in paragraph IV.A.2. above, the performing agency shall submit to the requesting

agency progress reports for each TO/RO on a quarterly basis, if not more often. The fourth quarter progress report shall be an annual report, covering the prior twelve (12) month period. The draft annual report shall be submitted 90 days prior to the end of the twelve (12) month period.

B. FINAL REPORTS. The performing agency shall submit a final report for each TO/RO within 90 days after completion of the TO/RO.

C. CONTENT OF REPORTS. The reports shall include the amount of dollars obligated and expended for each TO/RO, the total amount of labor (percent of effort) and dollars remaining in the TO/RO, and a status report on completion of work under the TO/RO.

#### IX. PUBLICATIONS AND TECHNICAL REPORTS

Publications and technical reports may be joint or independent as agreed upon, always giving due credit to the cooperative effort. In the case of multiple authorship of publications or reports, authorship and publication costs will be jointly agreed upon. In the case of failure to agree on the manner of publication or interpretation of results, information may be published 30 days after notice and submission of the proposed manuscript to the other agency. In such cases, the agency publishing the research results will give appropriate credit to the dual effort, but assumes full responsibility for any statements on which there are differences of opinion.

#### X. EQUIPMENT

If equipment is acquired under this agreement, it will be accounted for and maintained in accordance with the performing agency's regulations. Title to property acquired under a TO/RO shall be retained by the agency funding the acquisition, unless otherwise stated in the TO/RO. Title to property acquired under jointly funded TOs/ROs shall be determined at the time of execution of the TO/RO.

#### XI. DISSEMINATION OF INFORMATION

A. PUBLIC INFORMATION. Prior to releasing information to the public through the Freedom of Information Act, 5 U.S.C. 552, or otherwise, regarding work undertaken pursuant to this IA, USACERL and the BLM shall coordinate and consult with each other.

B. INFORMATION TO CONGRESS. BLM and USACERL share joint responsibility for providing information to Congress, if necessary.

C. PROCUREMENT ACTIONS. USACERL may respond directly on

inquiries related to USACERL procurement actions and BLM may respond directly on inquiries related to BLM procurement actions.

## **XII. APPLICABLE LAWS AND REGULATIONS**

This Interagency Agreement, and any work performed hereunder, is subject to the laws of the United States, and the delegated authority assigned to each party. Nothing in this Interagency Agreement shall be construed as obligating either agency to the expenditure of funds or for future payment of money in excess of appropriations authorized by law. Nothing herein shall limit in any way the authority or legal responsibilities of the BLM or USACERL Directors. Nothing in this Interagency Agreement will bind either party to perform beyond their respective authority, nor does this Interagency Agreement alter the legal rights and remedies which the BLM and USACERL would otherwise have.

## **XIII. DISPUTE RESOLUTION**

A. RESOLUTION. Should a dispute arise between USACERL and BLM under this Interagency Agreement, the parties shall seek in good faith to resolve the dispute through negotiation, mediation, or other forms of non-binding dispute resolution, mutually acceptable to the parties. A joint decision of the signatories to this agreement, or their designees, shall be the disposition of the dispute. In the event that a joint resolution cannot be reached, the dispute will be referred to the appropriate outside authority for resolution.

B. CONTINUATION OF WORK. Pending the resolution of any dispute, the parties agree that performance of all obligations shall be pursued diligently.

## **XIV. LIABILITY**

If liability of any kind is imposed on the United States relating to USACERL's provision of goods or services under this IA, USACERL will accept accountability for its' actions, but the BLM shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability. As this is a cost sharing agreement BLM shall be responsible only for its proportionate share of any liability and related costs.

## **XV. MISCELLANEOUS**

A. OTHER RELATIONSHIPS OR OBLIGATIONS. This IA shall not affect any pre-existing or independent relationships or obligations between the BLM and USACERL.

B. SURVIVAL. The provisions of this IA, which require performance after the expiration or termination of this IA, shall remain in force notwithstanding the expiration or termination of

this IA.

C. SEVERABILITY. If any provision of this IA 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.

**XVI. AMENDMENT**

Amendments to this Interagency Agreement are subject to the mutual agreement of the parties and must be signed by both the USACERL and the BLM signatories to this IA, or their respective representatives.

**XVII. TERMINATION**

A. TERMINATION BY MUTUAL CONSENT. The BLM and USACERL may terminate this Interagency Agreement, or portions thereof, at any time by mutual consent.

B. TERMINATION BY UNILATERAL ACTION. Either party may terminate this Interagency Agreement by giving written notice of termination to the other party not less than 120 days in advance of the effective date of termination.

**XVIII. PERIOD OF PERFORMANCE**

This Interagency Agreement shall become effective from the date of the last signature and shall continue in force for a period of five (5) years or until terminated under paragraph XVII above.

**XIX. CONTRACTING/AGREEMENT OFFICERS**

The Contracting/Agreement Officers are the only persons authorized to issue or modify TOS/ROs under this agreement.

The Contracting/Agreement Officers (AOs) are:

For USACERL:

Contracting Officer or Director (depending on delegated authority pursuant to the Economy Act)

USACERL

PO Box 9005

Champaign, IL 61826-9005

Phone: 217-352-6511 (Front Desk)

Fax: 217-373-7222 (Front Desk)

For BLM: :

Contracting Officer

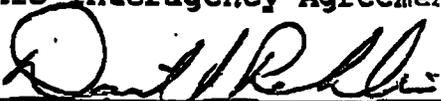
Bureau of Land Management

PO Box 25047

Denver Federal Center, Bldg 50  
Denver, CO 80225-0047  
Phone: 303-236-6582  
Fax: 303-236-1981

**XX. APPROVALS**

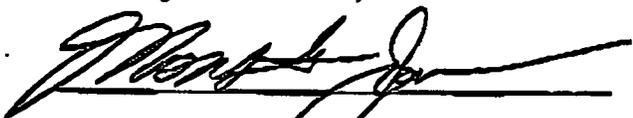
This Interagency Agreement is executed by:



David J. Rehbein, Commander &  
Acting Director, USACERL

2 Dec 94

Date



Monte Jordan, Chief,  
IRM/Modernization, BLM

14 Dec. 94

Date