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**Forest Service Handbook
National Headquarters - Washington Office
Washington, DC**

**Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements
Handbook
Chapter 50 - Interagency Agreements**

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Approved by: Robert Velasco II, Acting Deputy Chief, Business Operations

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Responsible Staff:

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

50: Revises chapter in its entirety. Adds language to include other interagency agreement types. Other substantive changes to direction in this chapter are as follows:

50.1: Removes reference to a number of authorities commonly used. Adds and alphabetizes authorities and statues. Adds reference to “buyer” and “seller” as parties to the agreement.

50.2: Adds additional language to include other authorities.

50.3: Adds language to include use of FMS 7600 A/B forms; revises section to include appropriation language.

50.4: Adds language for transactions not covered by this policy.

50.5: Adds and alphabetizes new definitions for the following terms: “7600 A/B forms,” “agency locator code (ALC),” “assisted acquisitions,” “Business Partner Number (BPN),” “Dun & Bradstreet (DUN),” “non-severable,” “severable,” and “treasury account symbol (TAS)”.

51.11: Removes “cheaply” from paragraph 2 and adds paragraph 7 on agreements with non USDA agencies.

51.2: Removes section and public law reference in caption of Service First authority. Changes caption from “Service First Authority, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 USC section 1701” to “Service First Authority, 43 USC Section 17901”. Updates and clarifies policy.

51.21: Updates the agencies authorized to use Service First authority.

51.22: Adds paragraph 4 clarifying the cited example.

51.32: Removes “no funding is exchanged” from paragraph 2.

52: Adds description of direction of funds transfer.

52.1: Changes caption from “Forest Service is Initiating the Interagency Agreement (Buyer)” to “Forest Service is Initiating the Interagency Agreement (Buyer - Requesting)”; updates and clarifies required items.

52.2: Changes caption from “Forest Service is Initiating the Interagency Agreement (Seller)” to “Forest Service is Initiating the Interagency Agreement (Seller - Servicing)”; updates and clarifies required items.

52.3: Updates and clarifies elements of negotiation.

52.4: Removes reference to form AD-672 and adds Treasury forms 7600 A/B and instructions for use.

52.5: Establishes code, caption, “Executing Interagency Agreements,” and recodes to this section reference to section 14.4 of this handbook on Executing an Instrument previously set out in section 53.1

53.1: Changes caption to “Procedures for Administering Interagency Agreements” and sets forth direction on procedures for administering interagency agreements.

53.2: Updates and clarifies modification types and procedures for signatures.

53.3: Updates reference to disputes.

54: Updates and clarifies procedures for de-obligation and close out.

59.1: Removes exhibit sample of form AD-672 and adds an example of Bureau of the Fiscal Service (FS) forms 7600 A/B.

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50 - Interagency Agreements

This chapter prescribes uniform administrative requirements applicable to all Forest Service interagency agreements with other Federal agencies/departments. Interagency agreements are used when one Federal agency is in a position to provide materials, supplies, equipment, work, or services of any kind that another agency needs to accomplish its mission. These may also be referred to as “intra-governmental orders (IGOs), Military Interdepartmental Purchase Requests (MIPRs), or Reimbursable Support Agreements (RSA).” Agreements between two Forest Service units are not external agreements and, therefore, are not covered by FSM 1580 or this handbook.

50.1 - Authorities

The following authorities are the most commonly used Forest Service interagency authorities. Other authorities exist for Forest Service use, but are not listed. When using listed and non-listed authorities, be sure to read the authorizing statute or code.

Note: There may be authorities that a cooperating agency may lawfully cite in an agreement with the Forest Service, but their authority may or may not be an appropriate authority for the Forest Service to cite. In cases where the authority is inappropriate for the Forest Service to cite, the Forest Service shall find an appropriate authority. Parties to the agreement should strive to select the most relevant authority shared between the buyer and the seller. When no common authority exists, the parties should select the most appropriate authority available to each party.

1. Coast and Geodetic Survey Act, P.L. 106-181 (33 USC 883d and 883e). This Act authorizes the Forest Service and National Weather Service to coordinate incident meteorologists and related technical services in support of wildland fire. The Act specifically authorizes the Secretary of Commerce to conduct developmental work for the improvement of surveying and cartographic methods, instruments, and equipment; and to conduct investigations and research in geophysical sciences (including geodesy, oceanography, seismology, and geomagnetism). Department of Commerce interpretation determines meteorology and related technical services to meet definition of geophysical science and the coordination of such services as investigation. This authority is limited for use and addressed within the terms of a Washington Office agreement with the National Weather Service.
2. Department of Agriculture Reorganization, P.L. 103-354 (7 USC 6915). (FSM 1580.12). This Act directs agencies of the Department, where practicable, to combine field offices and jointly use office space, equipment, office supplies, and administrative and clerical personnel.

3. Economy Act, P. L. 97-258 as amended (31 USC 1535). (FSM 1580.11). Section 601 of this Act authorizes one Federal agency to requisition work, services, supplies, materials, or equipment from another Federal agency.
4. Energy Policy Act, P.L. 109-58 (42 USC 8256). This Act authorizes an agency to establish a program of incentives for conserving, and otherwise making more efficient use of, energy as a result of entering into contracts under Title VIII [42 USC 8287et seq.] of this Act.
5. Federal Highways Administration - Cooperation with Federal and State Agencies and Foreign Countries Act, P. L. 85-767 (23 USC 308(a)). (FSM 1580.11). This Act authorizes the Federal Highway Administration to perform by contract or otherwise, authorized engineering or other services in connection with the survey, construction, maintenance, or improvement of highways on behalf of other Government agencies.
6. Federal Lands Access Program, P.L. 112-141 (23 USC 204). This Act states that funds that are made available under the Federal lands access program shall be used by the Secretary of Transportation and the Secretary of the appropriate Federal land management agency to pay the cost of: (1) transportation planning, research, engineering, preventive maintenance, rehabilitation, restoration, construction, and reconstruction of Federal lands access transportation facilities located on or adjacent to, or that provide access to, Federal land; (2) operation and maintenance of transit facilities; and (3) any transportation project eligible for assistance under this title that is within or adjacent to, or that provides access to, Federal land.
7. Forest & Rangeland Renewable Resources Research Act of 1978 as Amended (P.L. 95-307). This Act allows for cooperation with other Federal agencies for research activities whether granting or receiving funds.
8. Reciprocal Fire Protection Act, P. L. 84-46 as amended (42 USC 1856a). This Act authorizes the Forest Service to enter into a reciprocal agreement, with any fire organization (including other Federal governmental agencies) for mutual aid in furnishing fire protection.
9. Service First Authority, P.L.106-291 as amended (43 USC 1703). (FSM 1580.12). This Act is designed to reduce duplicate efforts and create efficiencies, including to improve customer service between all agencies and bureaus of the U.S. Department of Agriculture (USDA) and the U.S. Department of Interior (DOI) by providing streamlined, one-stop shopping across agency jurisdictional boundaries for public land users, and to enhance work accomplished between Federal agencies through shared facilities, services, and employees.
10. Sikes Act P.L. 86-797; 74 Stat. 1052, as amended. (16 USC 670c-1). This section of the Act authorizes the Secretary of a military department to enter into interagency agreements with the heads of other Federal departments and agencies (including Forest

Service), to provide for: (1) Maintenance and improvement of natural resources on, or to benefit natural and historic research on, military installations and State-owned National Guard installations, or (2) Maintenance and improvement of natural resources located off of a military installation or State-owned National Guard installation if the purpose of the interagency agreement is to relieve or eliminate current or anticipated challenges that could restrict, impede, or otherwise interfere with, whether directly or indirectly, current or anticipated military activities.

11. Working Capital Fund (7 USC 2235). Use of central services by bureaus, and so forth, for the Department of Agriculture.

50.3 - Policy

1. The Forest Service may be either the buyer (requesting agency) or seller (performing agency).
2. The use of the U. S. Treasury's Bureau of the Fiscal Service forms 7600 A and B is not mandatory across all U.S. Government agencies, but is required between USDA agencies (see USDA Department Regulations 2235-001).
3. The Forest Service can accept another agency's form, such as a Military Interdepartmental Purchase Requests (MIPRs) as long as all of the Forest Service required elements are included.
4. The Treasury Financial Manual (<https://tfm.fiscal.treasury.gov/>) governs all intergovernmental business, specifically transactions that entail the exchange of goods and services or transfers between Federal agencies.
5. Time Limitation for Appropriation: Work performed by the Forest Service for another Federal agency must be completed within the period of funds availability, noted on the agreement. The Treasury Account Symbol (TAS) indicates the period of funds availability: one year, multi-year, or no-year. If the agreement is modified to add funding, separate job codes may be established depending on the expiration date of the funding. Program managers shall ensure that they charge to the appropriate job codes.

Conversely, when the Forest Service is funding another Federal agency to perform work, the performing agency must ensure that all work is completed within the period of availability of the Forest Service funding.

- a. Annual appropriation: An appropriation that is available for obligation only during a specified fiscal year. All appropriations are assumed to be annual unless expressly provided otherwise. Also referred to as fiscal-year or one-year appropriation.

- b. Multiple-year appropriations: Funds that are available for obligation for a definite period in excess of one fiscal year.
 - c. No-year appropriation: Funding that is available for obligation without fiscal year limitation. The standard language used to make a no-year appropriation is “to remain available until expended.”
6. Unless specifically authorized, funding must not be provided to another Federal agency in order to accomplish the mission of that other agency, as this arrangement would constitute an improper augmentation of appropriations.
 7. A Federal agency may not delegate their statutory authority via the agreement process, unless specifically authorized by the other agency’s statute.
 8. No appropriation must be used for interagency financing of boards, commissions, or councils, and so forth, unless specifically authorized under statute (31 USC 1346).
 9. The Forest Service may not circumvent agency or Department policy or regulations when entering into an interagency agreement. This includes, but is not limited to, regulations for the acquisition of Information Technology (IT) products and services in accordance with Federal Information Security Management Act (FISMA) SA4 Acquisitions, and SA-9A-9 External Information System Services, and Department of Agriculture Acquisition Regulation AGAR-53.
 10. Interagency Agreements for assisted acquisition must meet Federal Acquisition Regulation (FAR) 17.5 requirements for Economy Act and/or Best Procurement Approach Determination and Finding (D&F).
 11. When performing work for another Federal agency, recover actual costs, including indirect costs (when applicable). Reference FSH 1909.13, chapter 40 to determine applicability of indirect costs.
 12. The Forest Service may not apply for and receive Federal grant funds (that is, from another Federal agency), except when an authority specifically states it is permissible. Otherwise, the Forest Service may improperly augment its Federal appropriations.
 13. When the Forest Service is an eligible recipient and accepts funds from another Federal agency’s grant program, no other authority including the Economy Act needs to be cited.

50.31 - Interagency Transactions Not Handled by Grants Management Specialists

1. Any agreements that are negotiated between Forest Service staff offices, that is, Forest Service to Forest Service.

2. General Services Administration (GSA) Reimbursable Work Authorizations (RWA) (GSA Form 2957).
3. Government Printing Office (Forms: SF-1 or GPO-2511).
4. Training for tuition with other Federal agencies (SF-182).
5. Federal to Federal monetary awards.
6. Defense Logistics Agency Fuel Purchase Agreements.
7. Court Ordered Travel.
8. Invitational Travel.
9. Direct Transfer of Appropriations.

50.5 - Definitions

(7600A) General Terms and Conditions (GT&C). This section of the FS-7600A form identifies the general terms and conditions that will govern the relationship between the parties, including roles and responsibilities for acquisition planning, contract execution, and administration and management of the contract(s) or order(s). The GT&C is comparable to a Memorandum Of Understanding (MOU). It identifies the agencies entering into the agreement, the authority permitting the agreement, and the agreement action, period, and type.

(7600B) Order. This section of the FS-7600B form includes the ordering terms of the Interagency Agreement (includes the Statement of Work, Supplemental Provisions, and Financial Plan).

Agency Location Code (ALC). The ALC is an identifier that is used to define agencies for Federal payment schedules and reporting purposes.

Assisted Acquisitions. In this function, the servicing agency and requesting agency enter into an Interagency Agreement, pursuant to which the servicing agency performs acquisition activities on behalf of the requesting agency such as awarding the contract, task order, or delivery order.

Business Partner Number (BPN). BPN is the standard name for this data element; however, this may be a trading partner's DUNS or the Department of Defense Activity Address Code (DoDAAC).

Buyer. This term refers to the Federal agency requesting goods or services as described in the interagency agreement is the buyer, also known as the Requesting Agency.

Dun & Bradstreet (DUNS). A data universal numbering system (DUNS) number is a nine-digit number that uniquely identifies a business.

Interagency Agreements. Interagency agreements are the instruments used when one Federal Agency is in a position to provide materials, supplies, equipment, work, or services of any kind that another Federal agency needs to accomplish its mission.

Non-severable (or “entire”). Services represent a single undertaking that cannot be feasibly separated into components, but must be performed as a single task to meet a need of the Government. If the Services produce a single or unified outcome, product, or report, the services are considered non-severable. An example would be a consulting study, conducted over several months or years but culminating in the delivery of a final report. Without the final report, the agency would realize little or no benefit from the study. Examples are consulting studies, software development efforts, construction services, or architect-engineer services.

Seller. This term refers to the Federal agency providing goods or services as described in the interagency agreement is the seller, also known as the Servicing Agency.

Severable. Severable refers to services that are continual in nature from which the agency realizes a benefit at the time the services are provided, even if the services have not been performed to completion. Services are considered severable if they can be separated into components that independently provide value to meet an agency’s needs.

Treasury Account Symbol (TAS). TAS is a code that is needed by both Agencies to be on the FS-7600 B form to identify when funds expire and to identify the purpose of the funds. The TAS is broken down into three parts:

1. Agency Code,
2. Fund Expiration, and
3. Type and purpose of the fund (Fund Code).

An example is 14161036. 14 is the agency (DOI) and 16 is the year the funds expire (FY 2016) and 1036 is the Fund Code (1036 is Operation of the National Park System). 1416/171036 are funds from the National Park Service that are good for FY 2016 and FY 2017. 12X1106 are USDA National Forest Systems funds that have no expiration; the X denotes no year Funds. The Fund Code needs to match the Short Hand Code of the Obligation. As an example, for WFHF use Fund Code 1115-Wildland Fire Management, that is, 12X1115.

51 - Statutory Requirements and Formats

51.1 - Economy Act of June 30, 1932

51.11 - General Requirements

Before procuring goods or services from another Federal agency, the signatory official shall determine that:

1. The order/purchase is in the best interest of the United States.
2. The required goods or services may not be procured by contract as conveniently or economically as from a commercial enterprise.
3. The agency filling the order is able to provide or procure by contract the required goods or services.
4. Funds are available for that purpose.
5. Federal Acquisition Regulation Determination. Interagency agreements for the purpose of acquiring goods and/or services are governed by Federal Acquisition Regulation (FAR) 17.5, Interagency Acquisitions Under the Economy Act. When the Forest Service places an order for supplies or services from another Federal department/ agency, the completion of an Economy Act Determination and Finding Letter is required. The Program Manager shall prepare and sign a determination and finding (D&F) in accordance with FAR 17.503 for review and approval by a Contracting Officer. A copy of the approved D&F must be placed in the official file. Subsequent increases in funding to an order require the completion of a new D&F. A sample Economy Act Determination is in section 59.3.
6. This authority must not be used to circumvent procurement conditions or limitations imposed on the Forest Service. The Economy Act states that any procurement limitations on the ordering agency must also apply to the performing agency.
7. When USDA agencies enter into Interagency Agreements with non-USDA agencies under the Economy Act as the requesting agency, the FS 7600A and B forms should be used. When not the requesting agency, or under special circumstances, the USDA agency should ensure all information required by OMB (BPN, ALC, terms and conditions, and so forth) is contained within or attached to the agreement.

51.12 - Type of Work

See section 59 for sample agreements. Examples of work permissible under the Economy Act include:

1. An interagency agreement, which provides Forest Service funding to another Federal agency to procure information technology (IT) services through their existing contract. The funding should be used by the other Federal agency to issue an order against their IT services contract. The IT services ordered must be delivered to the Forest Service unit issuing the interagency agreement.
2. An interagency agreement, which provides Forest Service funding for another Federal agency to maintain a resource database. The data are shared by the agencies in the performance of their respective missions, thus avoiding duplication of costs.
3. An interagency agreement, where another Federal agency provides funds to the Forest Service for resource projects, such as tree planting, prescribed fire, riparian services, and so forth, and the Forest Service provides those services.

51.2 - Service First Authority, 43 USC section 1701

Service First began as a Forest Service and Bureau of Land Management (BLM) initiative to improve customer service by providing streamlined activities across agency jurisdictional boundaries for public land users. To better fulfill the agencies' complementary missions and objectives and promote customer service and efficiency, Service First authority allows all agencies within USDA and DOI to combine, coordinate, and collaborate on projects and programs to attain commonly defined goals and objectives.

When USDA agencies enter into Interagency Agreements with DOI agencies under Service First authority as the requesting Agency, the FS-7600A and B should be used. When not the requesting agency, or under special circumstances, the USDA agency should ensure all information required by OMB (BPN, ALC, terms and conditions, and so forth) is contained within or attached to the agreement.

51.21 - General Requirements

1. In 2014, Service First authority was expanded to all of USDA and DOI.
2. The participating agencies may conduct projects, planning, permitting, leasing, contracting, and other activities either jointly or on behalf of one another.
3. The agencies may co-locate in Federal offices and facilities leased by an agency of either Department.
4. The agencies may make reciprocal delegations of respective authorities, duties, and responsibilities in support of the "Service First" initiative agency-wide to promote

customer service and efficiency (see FSM 1237 Delegations of Authority to Other Federal Officials).

5. The authority is service-wide and has no legislated limitations on the types of funds that may be used to enter into a partnership.

6. Offset: This is the process, outside of FSM 1580, of documenting and tracking work between agencies. When an offset plan leads to a lack of parity, reimbursement through an interagency agreement would be appropriate. Additional information can be found at: <http://www.fs.fed.us/servicefirst/rt-agreements-financial.shtml#offset>

51.22 - Type of Work

Examples of work permissible under the Service First Authority include:

1. Participating agencies may use Service First authority to share an employment position between the participating units. For example, the BLM Lakeview Field Office and the Fremont-Winema National Forest share one administrative officer for their co-located office in Lakeview, Oregon. The one administrative officer provides consistency and efficiency for their shared office space as well as other shared services between the two units. The administrative officer has reciprocal authority delegated for both agencies' funds and administrative duties.

2. The participating agencies may pool resources. For example, the Forest Service and the BLM created a partnership to provide consistent cadastral survey services to Federal lands in central California. All survey work required by all Federal lands within the project area are performed through a pooled association of both agencies' surveyors. Sharing agencies' land surveyor skills is more efficient in this region because it capitalizes on the overall small skill base and provides flexibility in this challenging, mountainous region. Work is performed by either agency regardless of agency affiliation with priorities established by a management board from participating areas.

3. Participating agencies may share front desk or visitor contact representatives. For example, the San Juan Public Lands Center in Durango, Colorado jointly staffs visitor contact representatives (front desk employees) that serve the BLM and the Forest Service. The public only needs to go to one office, instead of two, for visitor information such as recreation maps, and to acquire permits (firewood, Christmas tree, forest product, and so forth). The front desk employees have authority to issue and sell both BLM and Forest Service permits to the public, regardless of employing agency.

4. There may be times when a Forest Service nursery needs assistance from other Federal Agencies to perform nursery work that would normally be done by nursery staff. Such activities may be completed through a Service First Interagency agreement. For example, the BLM (Servicing Agency) provides assistance to a Forest Service (Requesting

Agency) for seedling lift and pack and other related nursery work that is usually done by nursery staff.

5. A Forest Service Program Manager is working with a non-profit organization to complete a habitat restoration project on National Forest System (NFS) lands. The Forest Service is providing the native plant materials which are obtained through a Forest Service Nursery, and the non-profit organization is providing volunteer labor for planting the native plant material. A 1580 partnership agreement (that is, challenge cost-share or participating agreement, as appropriate) is used to document the cooperation between the Forest Service and the non-profit entity and the related costs and contributions are documented in the project financial plan. The Program Manager provides the Nursery Manager with a job code to charge the costs of the plant materials to and these costs are shown on the financial plan as a Forest Service non-cash contribution (supplies and materials). There is no agreement between the non-profit organization and the Forest Service Nursery because the Nursery may not transfer and/or sell nursery material directly to the non-profit organization (see part III. References). The transfer of funds to cover the costs of plant materials is an in house transaction (that is, force-account).

Note: This is not an exhaustive list of the types of activities involving a Forest Service Nursery and/or the services and products they provide. The above examples are only provided as a general example of what might occur where an agreement is submitted to and reviewed by Forest Service Grants and Agreements staff that involve Forest Service Nurseries and/or nursery products.

51.3 - Department of Agriculture Reorganization

See 7 USC 6915 (Public Law 103-354)

51.31 - General Requirements

This law directs agencies of the Department, where practicable, to combine field offices and jointly use office space, office supplies, and administrative and clerical personnel.

51.32 - Type of Work

1. An interagency agreement between two USDA agencies to co-locate in one federally-owned or -leased building.
2. An interagency agreement to document the exchange of personnel between the Forest Service and another USDA agency. No funding is exchanged.

51.4 - Federal Highways Administration - Cooperation with Federal and State Agencies and Foreign Countries Act (23 USC 308(a))

51.41 - General Requirements

1. The Secretary of Transportation is authorized to perform by interagency agreement, authorized engineering or other services in connection with the survey, construction, maintenance, or improvement of highways for the Forest Service and other Government agencies, cooperating foreign countries, and State cooperating agencies, and reimbursement for such services, which may include depreciation on engineering and road building equipment used, must be credited to the appropriation concerned.
2. Appropriations for the work of the Federal Highway Administration must be available for expenses of warehouse maintenance and the procurement, care, and handling of supplies, materials, and equipment for distribution to projects under the supervision of the Federal Highway Administration, or for sale or distribution to other Government agencies, cooperating foreign countries, and State cooperating agencies, and the cost of such supplies and materials or the value of such equipment, including the cost of transportation and handling, may be reimbursed to current applicable appropriations.

51.42 - Type of Work

An example of work permissible under this Act is an interagency agreement with the Federal Highway Administration to replace two miles of State road that was destroyed during the construction of a Forest Service recreation facility.

52 - Procedures for Initiating, Negotiating, Formatting, and Executing Interagency Agreements

52.1 - Procedures to Use When Forest Service is Initiating the Interagency Agreement (Buyer - Requesting)

The following items must be identified and documented in the agreement:

1. The methods of coordination and types of activities to be performed;
2. Determine and cite authority;
3. Which party is performing all or part of the activities;
4. Performance period and expiration date;
5. Billing or payment procedures, and the need for detailed expenditures to accompany each billing, if any;
6. Other provisions as required;

7. A completed Determination and Findings, if required;
8. See section 52.4 for FS forms 7600A and 7600B instructions; and
9. Grants Management Specialist certification statement.

52.2 - Procedures to Use When the Forest Service Receives the Interagency Agreement (Seller - Servicing)

The Grants Management Specialist shall verify that the document includes the following:

1. The methods of coordination and types of activities to be performed;
2. Determine and cite authority;
3. Which party is performing all or part of the activities;
4. Performance period and expiration date;
5. Other provisions as required;
6. Billing or payment procedures, include billing frequency and the need for detailed expenditures to accompany each billing, if need; and
7. If the parties are sharing costs of a jointly funded project, identify each party's cost obligation broken down by direct and indirect costs, and non-cash contributions, in the agreement and financial plan and state whether or not reimbursement is to be made to the performing agency.

52.3 - Negotiating Interagency Agreements

Each party is free to negotiate the terms or conditions presented by the other party as authorized by legislative authority. Unless otherwise authorized by statute, another agency may not transfer their authority to the Forest Service. If needed, obtain Office of the General Counsel advice.

Regardless of who initiates discussions, many elements of a project are subject to negotiation, for example, if appropriate, items 1 through 8 listed below. Discussions may be terminated by any party at any time. Work should not be performed prior to the execution of an agreement.

1. Scope of Work. For additional guidance, refer to FSH 1509.11, chapter 14.3.2.
2. Financial Plan. Negotiating total costs involves identifying the estimated direct and indirect costs and in-kind contributions, as applicable, itemizing all negotiated cost elements on the agreement or financial plan. For additional guidance, refer to FSH 1509.11, chapter 14.3.4.

3. Performance Period. For additional guidance, refer to FSH 1509.11, chapter 14.3.3.
4. General Terms and Conditions. Terms and conditions necessary for the project as well as the additional provisions required by the Forest Service. For additional guidance, refer to FSH 1509.11, chapter 90.
5. Authority. The authority(ies) for both agencies must be identified.
6. Indirect Costs. Indirect costs, if applicable, are generally determined by the authority and the type of activities that are taking place. For additional guidance, refer to FSH 1909.13, chapter 40.
7. Title to Property. Title to any equipment and excess materials acquired to perform the work must be documented in the agreement. If needed, contact a Forest Service Property Specialist for assistance.
8. Use of Funds. Funds should be used within the period of performance and scope of work, and must be used in accordance with Federal appropriations law.

When agreement between the parties is reached, the agreement is ready to be developed in writing and executed. The certified Grants and Agreements Specialist may be involved in initiating and negotiating the agreement in accordance with Forest Service Manual and Forest Service Handbook directives.

52.4 - Formatting Interagency Agreements

To enter into an interagency agreement, the Forest Service may use one of the following: Treasury Forms FS 7600A and B (see sec. 59.1 for an example); other Federal agency formats (when other Agency is requesting); or, FS-1500-6, Narrative format (see sec. 59.2 for an example). In all instances, the agreements must at a minimum, include:

1. Cite the appropriate statutory authority for entering into the agreement (for both agencies).
2. Cite a Forest Service agreement number and the other agency's Federal Identifier Number.
3. Identify the project, scope of work, period of performance, and cost breakdown. Scope of work must include a project description of work performed by each agency (including methodology and technical specifications).
4. Provide the Data Universal Numbering System (DUNS) aka Business Partner Number (BPN) for the Forest Service (929332484) and Agency Location Code (ALC) for the Forest Service (12-40-1100). Both agencies provide the DUNS and ALC.

5. Requesting Agency must provide an obligating document number to the Servicing Agency for reference on the billing document. The Forest Service obligating document number is referred to as the Financial Management Modernization Initiative (FMMI) purchase order (PO) number.
6. Provide the receiving agency's delivery address, if location is different from the physical address listed in the System for Award Management (Sam.gov).
7. Both Agencies are required to provide the Treasury Account Symbol (TAS) and the Business Event Transaction Code (BETC).
8. Include any reporting requirements.
9. Include any mandatory Forest Service provisions, if needed. Some of these provisions are optional depending on the information already provided on the FS forms 7600A/B Form (see 1509.11 ch. 90). When not already included, billing and payment provisions are mandatory.
10. Include both agencies' contact information, including: name, title, phone number, email address, and mailing address.
11. Include signature and date block for each party's signatory official.

52.5 - Executing Interagency Agreements

See section 14.4 of this handbook, Executing an Instrument.

53 - Procedures for Administering Interagency Agreements

53.1 - Procedures for Administering Interagency Agreements

(For additional guidance, refer to FSH 1509.11, ch. 10, sec. 15.)

1. Official File. For additional guidance, refer to FSH 1509.11, chapter 10, section 15.1.
2. Post-Award Meeting. For additional guidance, refer to FSH 1509.11, chapter 10, section 15.2.
3. Obligation Document Number. Provide the FMMI obligating document number to the Servicing Agency once funds are obligated.
4. Payments, Billing and Payment Certification.
 - a. Payments. Only reimbursable payments are allowed on Interagency Agreements.

b. Billing/Invoicing. The method for transferring funds between non-USDA Federal agencies is the Interagency Payments and Collections (IPAC) system. The method for transferring funds between USDA Federal agencies is the Intra-Governmental Transactions (INTR) systems.

When the Forest Service is the Servicing Agency, as a part of the billing process, the Program Manager is responsible for providing supporting documentation to the Requesting Agency.

c. Payment Certification. When the Forest Service is the Requesting Agency, the Program Manager is responsible for certifying that the payment made to the Servicing Agency is valid. In order to do so, the Program Manager should request a copy of the invoice and supporting documentation from their contact with the Servicing Agency.

5. Project Monitoring. For additional guidance, refer to FSH 1509.11, chapter 10, section 15.5.

6. Performance Reports. For additional guidance, refer to FSH 1509.11, chapter 10, section 15.61.

7. Financial Reports. For additional guidance, refer to FSH 1509.11, chapter 10, section 15.62.

53.2 - Modifications/Amendments to Interagency Agreements

Modifications or amendments within the scope of the instrument must be made by mutual consent of the parties by the issuance of a written modification, signed and dated by all parties (when applicable as described below), prior to any changes being performed. Ensure that the modification is either bilaterally signed or signed by the Forest Service, as appropriate and outlined below and executed prior to performance of any new work or change in project approach.

Modifications/Amendments requiring bilateral signature include:

- Change in overall funding amount (reduction or increase)
- De-obligation of a fund balance for closeout
- Change to period of performance (extension)
- Modification to correct, clarify or otherwise update agreement within the original authority and scope

Administrative Modifications/Amendments for Forest Service (unilateral) action only include (system generated notification to cooperator):

- Change to period of performance (reduce for closeout)
- Change to key personnel
- Change to job code, shorthand code (WBS elements)
- Closeout of record

1. Components of a Modification Document. To enter into a modification, the Forest Service may use one of the following, as applicable, FS 7600 A/B; Other Federal agency formats; or, FS-1500-6, Narrative format. For consistency, modifications should follow the format of the original agreement. Ensure that the modification document contains the following items:

- a. The agreement number and the appropriate modification number;
- b. The following statement should be included in the modification:
“Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged and in full force and effect.”;
- c. Bi-lateral signature blocks, as applicable;
- d. Total amount of funds provided (or de-obligated) under the modification and the financial information needed by either agency to facilitate payments and/or billing processes;
- e. A narrative description of the revised or new work within the scope of the original agreement that has been negotiated and accepted by all parties involved; and
- f. Expiration date.

2. Supporting Documentation. When subsequent increases in funding are part of the modification, then the completion of a new Economy Act Determination & Finding (D&F) is required, when citing the Economy Act as the statutory authority. A copy of the approved D&F must be placed in the official file.

3. Administrative Modification. All administrative modifications, regardless of initiating agency, should be recognized as an official modification even if it is not bi-laterally signed.

53.3 - Disputes

Disputes resolution guidance is found in the Treasury Financial Manual, as implemented in Forest Service Handbook 1509.11. Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transaction (IGT) Guide. The policy outlined in the manual is the guiding principle for settling disputes between Federal agencies and the process should be initiated at the earliest sign of a dispute.

54 - Procedures for De-obligation and/or Close-out of Interagency Agreements

Close-out of interagency agreements is the process by which the Forest Service determines that all applicable administrative actions and all required work have been completed by the Forest Service. Follow the guidance in section 16 of this handbook for funded instruments where the Forest Service is the Requesting Agency.

For incoming funded instruments where the Forest Service is the Servicing Agency, follow section 16 (1509.11, ch. 10) of this handbook along with the following procedures:

1. The Program Manager confirms through TROB and RACA Funds Control report that all charges have been processed and were allocated to the correct project. Determine that no funds were passed through and obligated to another agreement or contract. If this is found to be an issue, the Program Manager shall work with the Grants Management Specialist or Contracting Officer to deobligate the funds from that instrument before proceeding.
2. Determine the amount remaining obligated on the Requesting Agencies instrument coincides with the amount remaining unspent on the Forest Service records. If not, work with the Requesting Agency to reconcile charges.
3. Prior to closeout, work with the Requesting Agency to determine if a modification to deobligate funds is necessary. If so, request an official modification be sent to the Grants Management Specialist to process for bi-lateral signature. Once executed, initiate an FS-6500-243 and submit to RACA for closeout.
4. If both records match, request an email from the Requesting Agency's fiscal representative as substantive documentation that all invoices have been reimbursed and the project is complete. Initiate an FS-6500-243 with the substantive documentation and submit to RACA for closeout.
5. Upon verification of financial closeout from RACA, the Program Manager or Grants Management Specialist may provide the Agency with written notification that the agreement is closed.

55 - Ratification

Blatant disregard for following the proper administrative procedures and sound financial management policies to establish a properly executed agreement, which creates a Forest Service obligation to another Federal agency, may require ratification. Reference guidance in section 15.8 of this handbook for the ratification process.

59 - Samples

The following exhibits are samples of Interagency Agreements. Included are Bureau of the Fiscal Service (FS) Forms 7600A/B (sec. 59.1), FS-1500-6 Narrative Interagency Agreement (sec. 59.2), and an Economy Act Determination and Finding (sec. 59.3).

59.1 - Exhibit 01--Continued

UNITED STATES GOVERNMENT
 INTERAGENCY AGREEMENT (IAA)
 Agreement Between Federal Agencies
 General Terms & Conditions (GT&C) Section



IAA Number 18-IA-11132300-038
 GT&C # _____ Order # _____ Amendment # / Mod # _____

9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount)	
<i>(Optional for assisted Acquisitions)</i>	
Direct Cost <u>\$73,788.75</u>	Provide a general explanation of the Overhead Fees and Charges
Overhead Fees & Charges _____	
Total Estimated Amount <u>\$73,788.75</u>	
10. STATUTORY AUTHORITY	
a. Requesting Agency's Authority (Check One)	
Franchise Fund <input type="checkbox"/>	Revolving Fund <input type="checkbox"/>
Working Capital Fund <input checked="" type="checkbox"/>	Economy Act (31 U.S.C. 1535 / FAR 17.5) <input type="checkbox"/>
Other Authority <input type="checkbox"/>	
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority	
Working Capital Fund established; use of central services by bureaus etc., of the Department; 7 U.S.C. 2235.	
b. Servicing Agency's Authority (Check One)	
Franchise Fund <input type="checkbox"/>	Revolving Fund <input type="checkbox"/>
Working Capital Fund <input checked="" type="checkbox"/>	Economy Act (31 U.S.C. 1535 / FAR 17.5) <input type="checkbox"/>
Other Authority <input type="checkbox"/>	
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority	
Working Capital Fund established; use of central services by bureaus etc., of the Department; 7 U.S.C. 2235.	
11. Requesting Agency's Scope (State and/or List Attachments that support Requesting Agency's Scope.)	
Agency costs associated with MPS for support and related services provided by CTS for the period October 2017 through 30 September 2018. Amounts for services and support provided are based upon budgets submitted to the Information Technology and Funding Committee (ITFC) as the CTS Base Operating Budget and authorized agency specific costs for actual expenditures made to provide the agreed upon services. Budgetary changes agreed to during the period of performance may require a corresponding change in the service levels provided and/or associated costs. <i>A Service Level Agreement (SLA) detailing services and support will accompany the FMS form 7600B.</i>	
12. Roles and Responsibilities for the Requesting Agency and the Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency)	
This agreement reflects estimated full-year agency charges for Fiscal Year (FY) 2018. Agencies shall fund PO's under this agreement in a manner that reflects the schedule, duration, and amounts available to the Agency by the applicable appropriations language. CTS agrees to provide the support and the related services detailed in the Service Level Agreement (SLA) accompanying the FMS form 7600B and charge the customer funded purchasing document based upon the budget metric costs approved by the ITFC or other authorized agency specific costs for actual expenditures.	

59.1 – Exhibit 01--Continued

UNITED STATES GOVERNMENT
 INTERAGENCY AGREEMENT (IAA)
 Agreement Between Federal Agencies
 General Terms & Conditions (GT&C) Section



IAA Number	18-IA-11132300-038	Order #	Amendment # / Mod #
	GT&C #		
13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA). Not applicable			
14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency).			
15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transaction (IGT) Guide.			
16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.) 30 If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.			
17. Assisted Acquisition Agreements - Requesting Agency's Organizations Authorized to Request Acquisition Assistance for this IAA (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA). N/A			
18. Assisted Acquisition Agreements - Servicing Agency's Organizations Authorized to Request Acquisition Assistance for this IAA (State or attach a list of Servicing Agency's organizations authorized to request acquisition assistance for this IAA.) USDA OCIO Client Technology Services			
19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.) See attached supplemental provisions			
20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.) The agency should note that the services described under this agreement and the estimates of cost reflect the best projection of service need and the agency's obligations for reimbursements at this time. However, since this agreement is entered into under the authority of 7 U.S.C. 2235, the activity center has an obligation to recover all costs of services provided to the agency. In the event the agency uses services not described in this agreement, or they use volumes of service in excess of what is provided in this agreement, the agency will be obligated to reimburse the provider (the WCF activity center) for the full cost of the service provided. No agency shall be exempted from reimbursing the activity center for additional types or levels of services provided.			

59.1 – Exhibit 01--Continued

UNITED STATES GOVERNMENT
 INTERAGENCY AGREEMENT (IAA)
 Agreement Between Federal Agencies
 General Terms & Conditions (GT&C) Section



IAA Number 18-IA-11132300-038 GT&C # Order # Amendment # / Mod #

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency Attachments)

Please provide PO screenshot

22. Annual Review of IAA

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled as per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	George A. Sears	Francisco Salguero
Title	Director of Acquisition Management	Acting Deputy Chief Information Officer
Telephone Number(s)	(703) 605-4662	(202) 690-2252
Fax Number		
Email Address	gasears@fs.fed.us	Francisco.Salguero@ocio.usda.gov
SIGNATURE		
Approval Date		

59.1 - Exhibit 02
7600 B – 18IA11132300-038

RESET FORM

UNITED STATES GOVERNMENT INTERAGENCY
 AGREEMENT (IAA)
 Agreement Between Federal Agencies
 Order Requirements and Funding Information (Order) Section



IAA Number 18IA11132300-038 GT&C # Order # Amendment # / Mod # Servicing Agency's Agreement Tracking Number (Optional) GYF35115-66

PRIMARY ORGANIZATION/OFFICE INFORMATION					
24.	Requesting Agency	Servicing Agency			
Primary Organization / Office Name	USDA Forest Service	USDA Client Technology Services Vendor Code: 1400000352			
Responsible Organization / Office Address	1400 Independence Ave, SW Washington, DC 20250	1400 Independence Ave, SW 4105-S Washington, DC 20250-0002			
ORDER REQUIREMENTS INFORMATION					
25. Order Action (Check One)					
<input checked="" type="checkbox"/> New					
<input type="checkbox"/> Modification (Mod) - List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state the new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting, or changing Funding for an Order Line.					
<input type="checkbox"/> Cancellation - Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.					
26. Funding Modification Summary by Line					
	Line #	Line #	Line #	Total of All Other Lines (attach funding details)	Total
Original Line Funding					\$0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]					\$0.00
Funding Change for This Mod					\$0.00
TOTAL Modified Obligation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Advance Amount (-)					\$0.00
Net Modified Amount Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27. Performance Period					
	Start Date	<u>10/01/2017</u>	End Date	<u>09/30/2018</u>	
		MM-DD-YYYY		MM-DD-YYYY	
For a performance period mod, insert the start and end dates that reflect the new performance period.					

59.1 - Exhibit 02--Continued

UNITED STATES GOVERNMENT INTERAGENCY AGREEMENT (IAA)
 Agreement Between Federal Agencies
 Order Requirements and Funding Information (Order) Section



IAA Number 18IA11132300038 GT&C# Order # Amendment # / Mod # Servicing Agency's Agreement Tracking Number (Optional) GYF35115-66

28. Order Line / Funding Information										Line Number													
Requesting Agency Funding Information										Servicing Agency Funding Information													
ALC	12-40-1100									12-40-1240													
Component	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB		SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB						
TAS (required by 10/1/2014)												012			X	4609	000						
and/or current TAS format	12X4605									012X4609 000													
BETC	DISB									COLL													
Object Class Code (Optional)	2510									0200													
BPN										801200325													
BPN + 4 (Optional)																							
Additional Accounting Classification / Information (Optional)	1323IDP5TM18																						
Requesting Agency Funding Expiration Date										Requesting Agency Funding Cancellation Date													
MM-DD-YYYY										MM-DD-YYYY													
Project Number & Title Managed Print Services																							
Description of Products and/or Service, including the Bona Fide Need for this Order (State or attach a description of products/services, including the Bona Fide need for this Order.)																							
North American Industry Classification System (NCAIS) Number (Optional)																							
Breakdown of Reimbursable Line Costs and/or Breakdown of Assisted Acquisition Line Cost:																							
Unit of Measure								Contract Cost															
Quantity		Unit Price		Total		Servicing Fees																	
1		\$13,947.00		\$13,947.00		Total Obligated Cost		\$0.00															
Overhead Fees and Charges						Advance for Line (-)																	
Total Line Amount Obligated						\$13,947.00						Net Total Cost						\$0.00					
Advance Line Amount (-)												Assisted Acquisition Servicing Fees Explanation											
Net Line Amount Due						\$0.00																	
Type of Service Requirements																							
<input checked="" type="radio"/> Severable Service <input type="radio"/> Non-Severable Service <input type="radio"/> Not Applicable																							

59.1 – Exhibit 02--Continued

UNITED STATES GOVERNMENT INTERAGENCY
 AGREEMENT (IAA)
 Agreement Between Federal Agencies
 Order Requirements and Funding Information (Order) Section



IAA Number 18IA11132300038 Servicing Agency's Agreement
 GT&C # Order # Amendment # / Mod # Tracking Number (Optional) GYF35115-66

29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C)

Total Advance Amount for the Order _____ [All Order Line Advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue.)

Straight-Line — Provide amount to be accrued _____ and Number of Months _____

Accrual Per Work Completed — Identify the accounting post period:

Monthly per work completed & invoiced

Other — Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed.

30. Total Net Order Amount: \$13,947.00
 [All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total]

31. Attachments (State or list attachments)

Key Project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

Other Attachments (Optional)

BILLING AND PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]

Requesting Agency Initiated IPAC Servicing Agency Initiated IPAC

Credit Card Other — Explain other payment method and reasoning: _____

33. Billing Frequency (Check One)
[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

Monthly Quarterly Other Billing Frequency (include explanation): _____

34. Payment Terms (Check One)

7 Days Other Payment Terms (include explanation): _____

59.1 - Exhibit 02--Continued

UNITED STATES GOVERNMENT INTERAGENCY
 AGREEMENT (IAA)
 Agreement Between Federal Agencies
 Order Requirements and Funding Information (Order) Section



IAA Number 18/A11132300038 Servicing Agency's Agreement
 GT&C # Order # Amendment # / Mod # Tracking Number (Optional) GYF35115-66

35. Funding Clauses /Instructions (Optional) (State and/or list funding clauses/instructions such as Subject to the Availability of Funds)
 7 USC 2235, Working Capital Fund

36. Delivery /Shipping Information for Products (Optional)

Agency Name	
Point of Contact (POC) Name & Title	
POC Email Address	
Delivery Address / Room Number	
POC Telephone Number	
Special Shipping Information	

APPROVALS AND CONTACT INFORMATION

37. Program Officials
 The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name	Brad Johnston	Paola Felix-Rodriguez
Title	Management Analyst	Chief, Budget Working Capital Fund Div
Telephone Number	(202) 205-1008	(202) 828-5234
Fax Number		
Email Address	bjohnston01@fs.fed.us	paola.felix@cfo.usda.gov
SIGNATURE		
Date Signed		

38. Funding Officials — The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds **are accurately** cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name	George A. Sears	Francisco Saiguero
Title	Director of Acquisition Management	Acting Deputy Chief Information Officer
Telephone Number	(703) 605-4662	(202) 690-2252
Fax Number		
Email Address	gasears@fs.fed.us	Francisco.saiguero@ocio.usda.gov
SIGNATURE		
Date Signed		

59.1 - Exhibit 02--Continued

UNITED STATES GOVERNMENT INTERAGENCY
 AGREEMENT (IAA)
 Agreement Between Federal Agencies
 Order Requirements and Funding Information (Order) Section



IAA Number 18IA11132300038 GT&C # Order # Amendment # / Mod # Servicing Agency's Agreement Tracking Number (Optional) GYF35115-66

CONTACT INFORMATION		
39. FINANCE OFFICE Points of Contact (POCs)		
	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name	Brad Johnston	Michael Adams
Title	Management Analyst	CTS BSD FEB Budget Analyst
Office Address	1400 Independence Ave, SW Washington, DC 20250	Fort Collins, CO 80526
Telephone Number	(202) 205-1008	
Fax Number		
Email Address	bjohnston01@fs.fed.us	michael.adams@ftc.usda.gov
Signature & Date (Optional)		
40. ADDITIONAL Points of Contact (POCs) (as determined by each Agency) This may include CONTRACTING Office Points of Contact (POCs).		
	Requesting Agency	Servicing Agency
Name	Tawana Randolph	
Title	Grants Management Specialist	
Office Address	1400 Independence Ave, SW Washington, DC 20250	
Telephone Number	(703) 605-4719	
Fax Number		
Email Address	tawanarandolph@fs.fed.us	
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

59.2 - FS-1500-6 Narrative Interagency Agreement Sample

59.2 - Exhibit 01

FS-1500-6 Narrative Interagency Agreement Sample



USDA Forest Service

OMB 0596-0217
FS-1500-6

FS Agreement No.

07-IA-11015200-009

Cooperator Agreement No.

INTERAGENCY AGREEMENT
Between The
USDI FISH & WILDLIFE SERVICE
And The
U.S. FOREST SERVICE, NORTHERN REGION

This INTERAGENCY AGREEMENT is hereby made and entered into by and between the USDI Fish & Wildlife Service, hereinafter referred to as FWS, and the U.S. Forest Service, Northern Region hereinafter referred to as the Forest Service, under the authority of:

Service First Authority, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 USC sec. 1701 note, as amended by Section 428 of the Department of the Interior, Environment, and Related Agencies Appropriations Act of 2006, Public Law No. 109-54, 119 Stat. 555, and extended through March 6, 2009 under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (P.L. 110-329).

Background: The Fire Program Analysis (FPA) system supports analysis of alternative organizations and strategies on an appropriate interagency landscape scale to achieve fire management objectives in a cost effective manner. The FPA system provides federal wildland fire agencies (federal agencies) with a common process for fire management planning and budgeting. The Northern Rockies Geographic Area manages FPA processes through units called Fire Planning Units (FPUs). The goal of the FPU is to provide an acceptable planning and budget analysis that will be used by the participating agencies to develop and implement associated budgets within the context of the Fire Program Analysis System, and to guide effective implementation of Fire Management Plans in an inter-agency setting.

USDA Forest Service

Page 32 of 40

Guidance documents lack the force and effect of law, unless expressly authorized by statute or incorporated into a contract. USDA may not cite, use, or rely on any guidance that is not available through their guidance portal, except to establish historical facts.

59.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-6

Different FPA models are currently being tested for proof-of-concept before implementation. To accomplish this, the FPA Team located in Boise, Idaho (NIFC) identified seven FPUs in different Geographic Areas to serve as prototype FPUs for testing of the various models. The Northwest Montana FPU was chosen by the FPA Team to participate. The Northwest Montana FPU includes all of the Flathead National Forest (MT-FNF), Kootenai National Forest (MT-KNF), Glacier National Park west of the Continental Divide (MT-GNP), Lost Trail National Wildlife Refuge (MT-LTR), Swan River National Wildlife Refuge, Flathead County portions of the Northwest Montana Wetland Management District, and the Kalispell, Libby, Stillwater and Swan Units of the Northwest Land Office (MT-NWS). Four agencies (USFS, NPS, USFWS and MT-DNRC) will be the partner agencies for this fire program analysis. Special funding for this project was allocated to be split among the partnering agencies as designated in their FPU budget.

Title: Fire Program Analysis – Fish & Wildlife Service

I. PURPOSE:

The purpose of this agreement is to document the Forest Service’s contribution of funds to FWS to perform work associated with the Northwest Montana FPU prototyping activities with FPA in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

In consideration of the above premises, the parties hereto agree as follows:

II. THE FWS SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. **BILLING – IA:** The maximum total cost liability to the Forest Service for this agreement is \$ 4,000. Transfer of funds to the FWS must be through the Interagency Payment and Collection System (IPAC) billing. A detailed list of charges incurred must be made available upon request. The IPAC billing document which the FWS prepares must contain the MO # and Line Number as the first line of the description or the reference section:

FS MO Number and Line Number	G0179078
FS Accounting Station	0156
Job Code	WFPR56

59.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-6

FS Treasury Account Symbol (TAS)	12X1115
FS Agreement Number	07-IA-11015200-009
FS Agency Location Code (ALC)	12-40-1100
FS Business Event Transaction Code (BETC)	Disbursement
Budget Object Code (BOC)	2510
FWS Agency Location Code (ALC)	14-16-0006
FWS Data Universal Numbering System (DUNS)	131146313

- C. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. The FWS may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable Forest Service statements of responsibilities.
- D. INFORMATION SECURITY. By accepting this agreement, AMD agrees to comply with all federal information technology (IT) laws, regulations and requirements; and shall be responsible for properly protecting all information use, gathered, or developed as a result of work under this agreement.

AMD shall, upon request, provide to the Forest Service Information Security staff for review and examination, documentation which supports AMD's assertion that adequate security controls are in place to protect US Forest Service information and data which it holds. Documentation may include, but is not limited to, certification and accreditation documentation; security testing results; audit and assessment results; and risk documentation.

AMD shall notify the Forest Service Computer Incident Response Team (CIRT) by e-mail at CIRT@fs.fed.us, within one business day of any security incidents which affected or may affect the confidentiality, integrity, or availability of the US Forest Service information and data which it holds, and include an analysis of the extent of the incident and summary of preliminary corrective actions.

59.2 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217
FS-1500-6

III. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Reimburse the FWS as specified in Provision II-B.

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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Bob Rebarchik Address: 5765 W Broadway City, State, Zip: Missoula, MT 59808 Telephone: 406-329-4749 FAX: 406-329-5700 Email: bob_rebarchik@fws.gov	Name: Pat Richardson Address: 134 Union Blvd, Suite 300 City, State, Zip: Lakewood, CO 80228 Telephone: 303-236-4359 FAX: 303-236-4301 Email: pat_richardson@fws.gov

Principal Forest Service Contacts:

Forest Service Program Contact	Forest Service Administrative Contact
Name: Lori Clark Address: PO Box 7669 City, State, Zip: Missoula, MT 59808 Telephone: 406-329-3493 FAX: 406-329-3499 Email: lclark@fs.fed.us	Name: Michele Wasienko-Holland Address: Building 24, Fort Missoula City, State, Zip: Missoula, MT 59804 Telephone: 406-329-1008 FAX: 406-329-3876 Email: mwasienkoholland@fs.fed.us

59.2 - Exhibit 01--Continued



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- B. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the Forest Service Program Manager, at the address specified in the agreement.
 - To cooperator, at the cooperator's address shown in the agreement or such other address designated within the agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. TERMINATION – INTERAGENCY AGREEMENTS. This IA may be terminated upon 60 calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall agree the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.
- D. ALTERNATE DISPUTE RESOLUTION – INTERAGENCY. The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII (“Resolving Intra-governmental Disputes and Major Differences”).
- E. MODIFICATIONS. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

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Guidance documents lack the force and effect of law, unless expressly authorized by statute or incorporated into a contract. USDA may not cite, use, or rely on any guidance that is not available through their guidance portal, except to establish historical facts.

59.2 - Exhibit 01--Continued



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- F. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through **December 31, 2009**, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- G. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

MITCH KING, Regional Director USDI Fish & Wildlife Service, Region 6	Date
GEORGE WELDON, Acting Director of Fire, Aviation & Air U.S. Forest Service, Northern Region	Date

The authority and format of this instrument has been reviewed and approved for signature.

MICHELE WASIENKO-HOLLAND
U.S. Forest Service Grants & Agreements Specialist

Date

59.2 - Exhibit 01--Continued



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**EXHIBIT A
FINANCIAL AND OPERATING PLAN**

A. Operating Plan

The FWS shall:

Provide an employee to participate and advise in the development of the FPA modules which are:

1. Develop or refine resource management objectives relative to fire management, and the full suite of fire management objectives, constraints, and restrictions for all aspects of the fire management workload such as fuels, and prevention.
2. Develop and refine the required data inputs for the various modules.
3. Test and provide feedback on interim and final products.
4. Provide validation for model outputs; costs, fire resource, and rules and thresholds.
5. Work closely with the FPA Team and the Design and Build contractor.
6. Participate as subject matter experts.
7. Periodically travel.

B. Financial Plan

Cost Elements	Reimbursable FWS Expenses
Travel	4,000
Indirect Costs	0
Total	4,000

Indirect Costs will not be assessed.

59.3 - Economy Act Determination and Finding Sample

59.3 – Exhibit 01

Request for an Economy Act Determination and Finding Sample

To: Mike Jones, Contracting Officer
From: Andy Trent
Date: 2/19/2009
Re: Justification for using BLM for IIOG Thin Client Project

Background

MTDC has been assigned the lead in the thin client project supported by the Interagency Interoperability Oversight Group (IIOG). The IIOG is made up of the Chief Information Officers of the USDA, DOI, Forest Service, BLM, NPS, BIA, as well as representatives from Fire and Aviation Management from most of the organizations. The IIOG has provided funding to MTDC to lead an interagency effort to test and evaluate a new network and computing system to meet incident management needs. The system uses a high power server, thin clients, and wireless components to provide the networking backbone and support to the ICP. This project has been lead through an ad-hoc effort for a couple years. There has been interagency support (FS, BLM, NPS, BIA) from the beginning.

Proof of concept testing will be conducted in the Great Basin geographic area during the summer of 2009. A partnership has been established between all agencies (FS, BLM, NPS, BIA) to support the project. With project funding, BLM has agreed to supply contract help desk support and project technical support personnel at NIFC. MTDC does not have this technical expertise.

If you have any questions or concerns, please contact Andy Trent, Project Leader, 406 329-3912.

59.3 – Exhibit 02

Economy Act Determination and Finding Sample



United States Department of Agriculture

Forest Service

Western Montana Acquisition Zone (406) 329-3709

Building 24, Fort Missoula Missoula, MT 59804

File Code: 6320/1580

Date: March 26, 2009

Subject: Economy Act Determination and Finding, FAR 17.5/FSM 1585.12, for agreement # 09-IA-111382000-007, IIOG Thin Client Project

To: The File

A determination is hereby made in accordance with FAR 17.502 and 17.503 and FSM 1585.12 that the acquisition of goods and services from the USDI Bureau of Land Management (BLM) is appropriate and legal under the Economy Act, Section 601, 31 USC1535, and the appropriated funds may legally be used for this project as certified below. The acquisition from the BLM 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 economically by the Forest Service from a commercial enterprise. The acquisition () will (X) will not involve a contract entered into or administered by the servicing agency.

- () 1. The acquisition is appropriately made under an existing contract of the servicing agency to meet the requirements of the requesting agency for the same or similar goods or services.
- (X) 2. The servicing agency has capabilities or expertise for such goods or services, which is not currently 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.

(X) 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 \$135,000 – WFSU82, 1382

Program Manager

Date

Approved by:

Contracting Officer

Date